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.

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – June 26, 2014 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the following four Proclamations:

A. Ratify the Proclamation, dated June 17, 2014, expressing sincere appreciation to Representative Perry E. Thurston, Jr., for his commitment toward excellence and his belief that government should be ethical, transparent, and responsive to the needs of the people and extending best wishes to Representative Thurston in all future endeavors;

B. Adopt the Proclamation honoring and congratulating Mrs. Josephine Thompson Holley for reaching the age of 100 and extending best wishes to her for continued good health and happiness;

C. Adopt the Proclamation recognizing and commending the “Blue Angels” for their dedication, leadership, and service to our community, our country, and the Armed Forces; and

D. Adopt the Proclamation commending the “Spread the Word to End the Word” Campaign for building awareness to end society’s use of the “R-word” and encouraging the citizens of Escambia County to take the pledge to choose respectful people-first language.

7. Written Communication:

A. May 16, 2014, communication from John Solomon requesting that the Board forgive the fines and penalties relative to a Code Enforcement Lien against property located at 9791 Highway 97.

Recommendation: That the Board review and consider lien relief request made by John Solomon against property located at 9791 Highway 97.

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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Lien, 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.

Mr. Solomon has no other option but to appear before the Board.

B. May 22, 2014, email communication from Joe Endry, President of Endrizzi Investments, Inc., concerning his letter received April 21, 2014, requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive as subleases and allow him to pay his share of the MSBU assessment, in the amount of $8,345.64.

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

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

9. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski:

A. Approve or deny the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

10. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22, and repealing Section 10-12 of the Escambia County Code of Ordinances, relating to animal control.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22, and repealing Section 10-12, of the Escambia County Code of Ordinances, relating to animal control.

11. 5:34 p.m. Public Hearing for consideration of the Escambia County Area Transit new seasonal route for the Big Lagoon Connector.

Recommendation: That the Board take the following action concerning the Escambia County Area Transit new seasonal route for the Big Lagoon Connector:

A. Amend the Board's action of June 3, 2014, concerning the Escambia County Area Transit Seasonal Route for the Perdido Key Area, to replace all references to the "Perdido Key Area" with "Big Lagoon Connector";

B. Conduct the Public Hearing for the purpose of receiving comments from the general public regarding the proposed seasonal route called the Big Lagoon Connector; and

C. Approve, or amend and approve, after receiving comments at the Public Hearing, the recommended new seasonal route for the Big Lagoon Connector.

[Funding: Fund 104, "Mass Transit," Cost Center 320401, Object Code 53404, "Fixed Route Bus Costs"]

12. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W) recommends that the Board join the lawsuit *(being filed by FAC [Florida Association of Counties] against DJJ [Department of Juvenile Justice] concerning the DJJ's proposed rules [pertaining to juvenile secure detention cost-share])* (C/W Add-on Item #1).

13. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for April 2014 Returns Received in May 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2014 returns received in the month of May 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2014; total collections for the April 2014 returns was $675,457.95; this is an 11.20% increase over the April 2013 returns; total collections year to date are 2.85% more than the comparable time frame in Fiscal Year 2013.

2. Recommendation Concerning Acceptance of the May 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2014, as required by Ordinance Number 95-13; on May 31, 2014, the portfolio market value was $235,252,511 and portfolio earnings totaled $95,638 for the month and $1,361,236 year-to-date; the short-term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.11%; the long-term CORE portfolio achieved a total return of 0.38%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.35%.

3. Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 565, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 495 through 498), for the period June 10, 2013, through September 5, 2013, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

4. 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 June 3, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 3, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 12, 2014. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. Recommendation Concerning the Review of an LDC Ordinance Amending Article 6 - Minimum Lot Size and Distance Standards for Stables

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Article 6, amending the Conditional Use standards for minimum lot size and distance standards for stables to provide for consistency.

   This hearing serves as the second of two required public hearings before the BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

   At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

2. 5:46 p.m. - A Public Hearing Concerning the Transmittal of Comprehensive Plan Map Amendment, LSA 2014-03, to the Department of Economic Opportunity (DEO)

   That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation, to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S).

   At the June 3, 2014, Planning Board Meeting, the Board recommended approving transmittal of the Map Amendment to DEO.

3. 5:47 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Map Amendment LSA 2014-01

That the Board of County Commissioners (BCC) adopt the Comprehensive Plan Map Amendment (LSA) 2014-01, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation to change the FLU category of a 14.67 (+/-) acre parcel on Stone Blvd. from Mixed-Use Suburban (MU-S) to Industrial (I).

At the March 4, 2014, Planning Board Meeting, the Board recommended approval to the BCC. The BCC approved transmittal to DEO on April 3, 2014. The County received the final approval letter from DEO on May 8, 2014, with no adverse comments from any agencies.

4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - Density Text Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to DEO an Ordinance amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended, amending Chapter 7, Future Land Use, by adding the following language: Density will be determined or governed by the applicable zoning district, unless a dwelling unit cap is established elsewhere in the Comprehensive Plan.

II. Action Item

1. Recommendation Concerning an At-Large Reappointment/Appointment to the Planning Board

That the Board take the following action concerning an at-large appointment to the Escambia County Planning Board, to fill the unexpired term of Mr. David Woodward, effective April 5, 2013, through April 4, 2015:

A. Appoint Rodger Lowery;

OR

B. Appoint Timothy Bryan~~;~~.

~~OR~~

~~C. Appoint John Matthews.~~

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

July 10, 2014

A. 5:47 p.m. - A Public Hearing - Reclamation Plan for Expansion of Shortleaf Pit and

B. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-02 .

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 15, 2014 - Keith Wilkins, Community & Environment Department Director

   That the Board accept for filing with the Board's Minutes, the May 15, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

2. Recommendation Concerning the Revised Animal Control Citation Form - Gordon C. Pike, Corrections Department Director

   That the Board approve and adopt the revised animal control Citation Form. The Citation Form has been amended to include mandatory notices to alleged violators that are required by 828.27, Florida Statutes.

3. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2014 Gulf Coast Summer Fest at Casino Beach - Donald R. Mayo, Interim Building Official

   That the Board approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, Gulf Coast Summer Fest, sponsored by Banks Enterprise, LLC, to be held at Casino Beach, Saturday, August 30, 2014, from 12:00 Noon through 12:00 Midnight.

4. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director - DOH-Escambia

   That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and declare surplus and authorize the disposition of all the assets shown in the listing provided. All of the assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

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

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or properly disposed of.

6. Recommendation Concerning the Requests for Disposition of Property for the Office of the Clerk and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the two Request for Disposition of Property Forms for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Forms with the Agency and reason stated.

7. Recommendation Concerning the Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for equipment to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form.

8. Recommendation Concerning the Requests for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms for the Public Safety Department indicating numerous items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

9. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for one item of equipment, which is described and listed on the Disposition Form, with reason for disposition stated. The item is to be declared surplus and sold for the highest salvage bid.

10. Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointments of Jennifer Allen McFarren, Director of Workforce Development for the Greater Pensacola Chamber, and Willard N. "Bill" Dagnall, AVP of Business Development for Navy Federal Credit Union, to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors, as private sector representatives, for a three-year term, with each term of appointment to be effective June 26, 2014, through June 25, 2017.

11. Recommendation Concerning the Assignment of Agreement for Professional Services, PD 02-03.079 - Amy Lovoy, Management and Budget Services, Department Director

That the Board approve and authorize the Chairman to execute the Assignment of Agreement for Professional Services (PD 02-03.79), providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Beck Disaster Recovery, Inc., assigning all of its rights, duties and obligations to Leidos, Inc.

12. Recommendation Concerning the Oak Grove Land Clearing Debris Disposal Pit Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for July 10, 2014, at 5:31 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

13. Recommendation Concerning the Escambia County Functional Classification Map - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Functional Classification Map:

A. Adopt and authorize the Chairman to sign the Resolution approving the Escambia County Functional Classification Map for the Adjusted Federal Highway Administration (FHWA) Urbanized Area; and

B. Authorize the Chairman to sign the Escambia County Functional Classification Map.

14. Recommendation Concerning the Acceptance of Document for Property Acquisition at 2605 and 2607 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept the Public Disclosure of Interest document made by Robert D. Bentley, and advise if it has any concerns that might have affected the Board's authorization to purchase property from Skater's Choice Realty, LLC.

15. Recommendation Concerning the Conveyance of a License to the Florida Department of Transportation for a West Fairfield Drive Stormwater Repair and Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a License to access County property to the Florida Department of Transportation (FDOT) for their stormwater repair and improvement project on West Fairfield Drive:

A. Approve granting a License to access County property to FDOT for their stormwater repair and improvement project on West Fairfield Drive and 61st Avenue; and

B. Authorize the Chairman to execute the License and all other documents related to this conveyance without further action of the Board.

[Funding: All costs associated with accepting and recording of documents will be borne by FDOT]

16. Recommendation Concerning the Resolution Supporting the Reuse of Existing Bridge Materials as Artificial Reefs and the Incorporation of Designated Areas for Recreational Fishing as Part of the New Pensacola Bay Bridge - Keith Wilkins, Community & Environment Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the reuse of existing bridge materials as artificial reefs and the incorporation of designated areas for recreational fishing as part of the new Pensacola Bay Bridge.

17. Recommendation Concerning Reappointments to the Board of Electrical Examiners - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

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

B. Reappoint the following two members for a three-year term, effective July 1, 2014, through June 30, 2017:

1. David R. Hawkins, Gulf Power Company (Lay Person); and

2. Thomas J. McElhany, McElhany Electrical Company, Inc. (State Certified Electrical Contractor);

C. Reappoint, retroactively, the following two members for a three-year term, effective October 1, 2013, through September 30, 2016:

1. James E. Simmons, James E. Simmons Electric Co. (State Registered Electrical Contractor); and

2. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and

D. Reappoint, retroactively, Joseph W. Moore, Jr. (Active Electrical Engineer), for a three-year term, effective October 1, 2012, through September 30, 2015.

18. Recommendation Concerning Reappointments/Appointments to the Contractor Competency Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning six reappointments and three new appointments to the Escambia County Contractor Competency Board:

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

B. Reappoint, retroactively, David Lee Schwartz (Swimming Pool Contractor) for a three-year term, effective October 1, 2012, through September 30, 2015;

C. Reappoint, retroactively, the following four members for a three-year term, effective May 1, 2013, through April 30, 2016:

1. Leroy White, Leroy White Construction, Inc. (State Registered Building Contractor);

2. Verris "Mac" Magee, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor and Master Gas Contractor);

3. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and

4. Michael E. Batchelor, Batchelor's Inc. (State Certified Roofing Contractor);

D. Reappoint, John H. Matthews, Retired (Lay Person) for a three-year term, effective July 1, 2014, through June 30, 2017;

E. Appoint the following three individuals for a three-year term, effective July 1, 2014, through June 30, 2017:

1. Erwin D. Waters (State Certified General Contractor);

2. Dwayne Eric Pickett (Engineer), Gulf Power Company; and

3. Brian P. Bell, Sr., (Lay Person), Vice President, Commercial Lending - Centennial Bank; and

F. Authorize a letter of appreciation to be sent to Mr. James F. Lee, Mr. Victor Wallace, Mr. James "Trice" Dukes, and Mr. James Reynolds expressing the Board's appreciation for their many years of service on the Contractor Competency Board.

19. Recommendation Concerning an Appointment to the West-End Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Ms. Brenda Beumer to the West-End Advisory Committee, to replace Mr. Will Kennedy, with the term of appointment to begin June 26, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning an Amendment to the Agreement for the Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Cathy A. White, Drug Court Manager

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

   A. Approve the Amendment to the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.;

   B. Approve funding for the Program not to exceed $80,630, effective October 1, 2013, through September 30, 2014. The source of funding is Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

   C. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

   [Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410571, Object Code 53401]

2. Recommendation Concerning Issuance of a Purchase Order to Upgrade its Network and Storage to Judiciary Paperless System - William Moore, Court Administration Services Manager

   That the Board authorize Escambia County to piggyback off of the State Contract #250-000-09-1, for the issuance of a Purchase Order, in the amount of $71,255.74, for Fiscal Year 2013-2014, for the Court Administration Division, to Technology Integration Group (TIG), Vendor Number 150525, to upgrade the Okaloosa County network and storage system to support the new paperless file system. The system allows the judges to view and manage their Court files electronically. Judges will be able to electronically review and search cases, transmit documents to the Clerk, work remotely, and digitally sign orders.

   [Funding Source: Fund 151, Okaloosa Information Technology Fund - 410516/56401]

3. Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division for Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, Bureau of Entomology and Pest Control, Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2014-2015; and

B. Authorize the Chairman to sign the document.

4. Recommendation Concerning a State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract #15-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subgrant Agreement, providing funds in the amount of $104,682, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2014, through June 30, 2015; and

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

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that *"This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County.*"

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

5. Recommendation Concerning a State of Florida, Division of Emergency Management, State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract #15-BG-83-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2014, through June 30, 2015; and

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

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that *"This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."*

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330405]

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 2616 North "L" Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, 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:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Council Donald, Jr., the owner of residential property located at 2616 North "L" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $1,375, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for sanitary sewer connection;

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

7. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of January 16, 2014, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $3,145, 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 installing a new central heating and air conditioning system; and

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

8. Recommendation Concerning Cancellation of Two Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the Cancellation of the following two Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Gabriel C. Olsen	1108 South Old Corry Field Road	$1,814
Pete Moore Chevrolet, Inc.	106 New Warrington Road	$7,800

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

9. Recommendation Concerning the Cancellation of Six Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, 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 six Lien cancellations, as the Grant recipients have met their Residential Rehab Grant Program requirements:

Property Owner	**Address**	**Amount**
Myrtle Barnes	1202 Wisteria Avenue	$1,275
Robert E. Coffield	303 Payne Road	$1,487
Robert E. Davis, Jr.	213 Betty Road	$1,087
Gary E. Elowsky	214 Betty Road	$920
Whitney Vaughan Fike	205 Rue Max Street	$950
Janet R. Thompson	302 Southeast Kalash Road	$1,137

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

10. Recommendation Concerning a Defense Infrastructure Grant Agreement for Fiscal Year 2012/2013 between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Defense Infrastructure Grant (DIG) Agreement for Fiscal Year 2012/2013 between Enterprise Florida, Inc., and Escambia County:

A. Rescind the following Board's action of September 5, 2013, concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County (Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required):

1. Acknowledging, for the Board's Records, the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

2. Ratifying the Chairman's signature on the Infrastructure Grant Agreement; and

3. Authorizing the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board ;

B. Accept the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

C. Approve and authorize the Chairman to sign the Grant Agreement with Enterprise Florida, Inc.; and

D. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

11. Recommendation Concerning a Defense Infrastructure Grant Agreement for Fiscal Year 2013/2014 between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Defense Infrastructure Grant (DIG) Agreement for Fiscal Year 2013/2014 between Enterprise Florida, Inc., and Escambia County:

A. Accept the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

B. Approve and authorize the Chairman to sign the Grant Agreement with Enterprise Florida, Inc.; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

12. Recommendation Concerning a Contract between the Florida Department of Environmental Protection and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Contract between the Florida Department of Environmental Protection (FDEP) and Escambia County Board of County Commissioners:

A. Accept the Grant award associated with DEP Contract No. WQ015, in the amount of $285,398.80, from FDEP, for monitoring low impact design best management practices, for the Escambia County One Stop Office Building (Central Office Complex);

B. Approve and authorize the Chairman to sign the Contract with FDEP; and

C. Authorize the Chairman to sign any subsequent Contract-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

13. Recommendation Concerning a Single Source Procurement with Thompson Tractor Company for Dealer Certified Rebuild of a Caterpillar 836H Compactor - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve a Single Source Procurement, with Thompson Tractor Company for Dealer Certified Rebuild of a Caterpillar 836H Compactor, PN 58351, for the amount of $405,037.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

14. Recommendation Concerning a Change Order for Jones Edmunds & Associates, Inc., for Mixed Waste Processing at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

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

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	$11,800
Vendor:	Jones Edmunds & Associates, Inc.
Project Name:	Engineering Services for RFP for Mixed Waste Processing at Perdido Landfill
Contract:	PD 05-06.041
Purchase Order Number:	131181
Change Order (CO) Number:	3
Original Award Amount:	$26,400
Cumulative Amount of Change Orders through this CO:	$31,400
New Contract Total:	$57,800

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

15. Recommendation Concerning the Purchase of One Mac Model TNSP48MF Waste Trailer with Walking Floor for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #13-11-0904, per Specification #41, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one Mac Model TNSP48MF Waste Trailer with Walking Floor, Specification Number VE13-14.020, Solid Waste Department Vehicle Purchase #6, to General Truck Equipment & Trailer Sales, Inc., in the amount of $74,947.50, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

16. Recommendation Concerning an Upgrade of the County Microwave Radio Network and P25 Radio System - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the upgrade of the County Microwave Radio Network and P25 Radio System:

A. Approve the upgrade of the County Microwave Radio Network and P25 Radio System, for the amount of $3,598,997, based on a combination of discounts using the State of Alabama Two Way Radio Contract #4012695 and the Houston-Galveston Area Council (HGAC) Contract No. RA05-12, Radio Communication/Emergency Response & Mobile Interoperability Equipment (Contracts used in the purchase of the original P25 radio system in 2010);

B. Approve, and authorize the Chairman to sign, the Communications System Agreement between Motorola Solutions, Inc., and Escambia County, for the purpose of the upgrades; and

C. Approve the issuance of a Purchase Order to Motorola Solutions, Inc., for the purpose of payment, in accordance with the Agreement.

[Funding: Fund 352, LOST III Fund, Cost Center 330435]

17. Recommendation Concerning the United Way of Escambia County Human Services Appropriations Committee Funding Recommendations for 2013-2014 - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the United Way of Escambia County Human Services Appropriations Committee 2013/2014 Funding Recommendations, in the amount of $90,750, which entails $90,725 of allocations to be distributed to the approved non-profit entities plus $25 of the committee-related expense for a required Legal Notice to be reimbursed to the United Way of Escambia County. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: Fund 001, General Fund, Cost Center 320202, Public Social Services - $90,725; Fund 001, General Fund, Cost Center 320201, Community Services Administration - $25]

18. Recommendation Concerning Budget Amendment #190 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #190, Employee Morale and Welfare Fund, Escambia County Restricted Fund (101), an increase in personnel funds in the amount of $5,600, to properly account for and record the personnel expenses associated with the Escambia County Employee of the Month (approximately $400/month) and Employee of the Year (approximately $800/year). Funds are available in the Employee Morale and Welfare Cost Center and no associated increase in County positions.

19. Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, FTA Capital Projects Fund (320) in the amount of $252,000, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to be used to purchase four wheelchair accessible paratransit vehicles.

20. Recommendation Concerning Supplemental Budget Amendment #200 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Other Grants and Projects Fund (110) in the amount of $130,809, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for enhancement of the daily and emergency operations of the Escambia County Division of Emergency Management.

21. Recommendation Concerning Supplemental Budget Amendment #201 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #201, Mass Transit Fund (104) in the amount of $657,565, to recognize proceeds from the State of Florida Commission for the Transportation Disadvantaged, and to appropriate these funds to be used to purchase passenger trips for non-sponsored transportation disadvantaged individuals or for capital equipment for non-sponsored transportation services.

22. Recommendation Concerning a Purchase Order in Excess of $50,000 Related to the Emergency Response to the Flood and Explosion at the Central Booking and Detention Center - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Order, in excess of $50,000, for the emergency response to the flood event of April 2014 and the fire and explosion at the Central Booking and Detention Center (CBDC), issued during the Declaration of Emergency by the Board of County Commissioners on April 29, 2014, for emergency services required during the emergency:

P. O.	Vendor	Amount	Description
141408	Dell Marketing LP	$73,356.50	Replacement of Computers and Accessories

[Funding: Fund 501, Internal Service Fund for Insurance Claims, Cost Center 140836, Expense Code 56401]

23. Recommendation Concerning Commissary Services for the Road Prison, PD 13-14.044 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract, PD 13-14.044, for Escambia County Road Prison Commissary Services, and approve the Agreement for Commissary Services (PD 13-14.044) between Escambia County and Kimble's Food by Design, Inc., in the amount of $140,000, as follows:

A. 38% rebate for all inmate commissary net sales, excluding the sale of tobacco products and 20 ounce beverage vouchers; and

B. 28% rebate on net sales of tobacco products and 20 ounce beverage vouchers.

[Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201]

24. Recommendation Concerning Southwest Greenway 3rd Extension, PD 13-14.047 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.047, for the Southwest Greenway 3rd Extension, to Birkshire-Johnstone, LLC, in the base bid amount of $265,291.50.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 221017, Recreational Trail Southwest Greenway, Object Code 56301 - $200,000; Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Object Code 56301 - $65,291.50]

25. Recommendation Concerning the Central Energy Plant Contract, PD 13-14.058 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc., for a period of three years, with the option to extend for two additional one-year periods, for basic bimonthly services, and add Options 1 and 2, for an annual amount of $107,400, and approve the Agreement for Central Energy Maintenance and Repair, PD 13-14.058.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - $100,000; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - $7,400]

26. Recommendation Concerning the GPS-Automatic Vehicle Loading System Options APS, PD 13-14.057 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.057, for the GPS-Automatic Vehicle Loading Systems Options APS, and approve the Agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit, PD 13-14.057 between Escambia County and Doublemap, Inc., in the amount of $487,210.

[Funding: Fund 320, FTA-Capital Projects, Cost Center 320410, "2009 FTA FL90X701," Object Code 56401 - $117,666; Fund 320, FTA-Capital Projects, Cost Center 320415, "2010 FTA FL90X728," Object Code 56401 - $369,544]

27. Recommendation Concerning the Agreement for Employee Assistance Program Services, PD 13-14.019 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Employee Assistance Program Services, PD 13-14.019, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of $7,000, for a period of 12 months, with an option to extend for two additional 12-month periods, with an effective date of August 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101]

28. Recommendation Concerning Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, PD 13-14.038 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), per the terms and conditions of PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of $102,400.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

29. Recommendation Concerning Consulting Services for RESTORE Act of 2012 Multi-Year Plan - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Dewberry Consultants, LLC, per the terms and conditions of PD 13-14.026, Re-Solicit Consulting Services for RESTORE Act of 2012 Multi-Year Plan, for a lump sum of $249,610, and allowances for additional printing, travel/meetings, photos, display boards, etc. (as outlined in Fee Proposal, Direct Expenses), in the amount of $49,922, for a total of $299,532.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 53101]

30. Recommendation Concerning the Purchase of County Correctional Department Uniforms, PD 13-14.048 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048, between Escambia County and Azar's Uniforms, Inc., for a 3-year Contract, with options for two 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of $132,000, for the purchase of County Corrections Department uniforms.

[Funding: Fund 101, General Fund, Cost Center 290401, Object Code 55201 - $76,000; Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 55201 - $30,000; Fund 175, Transportation Trust, Cost Center 290202, Object Code 55201 - $26,000]

31. Recommendation Concerning Lubrication Products, Antifreeze and Brake Fluid Specifications Contract, PD 13-14.053 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a one-year Indefinite Quantity, Indefinite Delivery Contract, with options for two 12-month extension periods, for a term not to exceed 42 months, for an estimated annual amount of $80,000, for the Lubrication Products, Antifreeze and Brake Fluid Specification Contract, PD 13-14.053, and approve the Agreement for Products PD 13-14.053 between Escambia County and R.K. Allen Oil Company, Inc.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55201 - $50,000; Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 55201 - $30,000]

32. Recommendation Concerning the Approval of Creating Five Temporary Jail Medical Services Positions - Gordon C. Pike, Corrections Department Director

That the Board ratify the action of creating and filling the following five temporary medical services positions for the Corrections Department, Jail Division, Medical and Mental Health, for a period of 90 days to assist with the medical care needed for the individuals that sustained injures during the flood event and jail explosion:

A. Certified Medical Assistant position (1);
B. Court Liaison position (1);
C. Emergency Medical Specialists position (1); and
D. Licensed Practical Nurse position (2).

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491, Object Code 51201]

33. Recommendation Concerning Purchase Orders in Excess of $50,000 for Fiscal Year 2013-2014 for the Corrections Department - Gordon C. Pike, Corrections Department Director

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

Vendor	Amount	Contract Number
Charles Neely Corporation/PR Chemical and Paper Supply Vendor:150532	$50,000	PD 13-14.046 BCC Approved: 06/03/2014
Bobbie Graves Supply Company Vendor: 072099	$60,000	PD 13-14.046 BCC Approved: 06/03/2014
Bob Barker Company, Inc. Vendor:020807	$75,000	PD 13-14.046 BCC Approved: 06/03/2014

[Funding Source: Fund 001, General Fund, Cost Center 290401]

34. Recommendation Concerning the Memorandum of Understanding between Escambia County and the Escambia County School Board - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Memorandum of Understanding between Escambia County and the Escambia County School Board:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of $48,759.50 ($28,759.50 for Salary and $20,000 for Materials, Equipment, and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary Purposes]

35. Recommendation Concerning Amending the Board's Action Regarding Contract PD 12-13.036, "Pensacola Beach Landscaping" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of April 29, 2014, regarding PD 12-13.036, "Pensacola Beach Landscaping," approving and authorizing the Interim County Administrator to execute the Change Order to Wallace Sprinkler & Supply, Inc., to include an additional funding source as follows: Fund 167, "Bob Sikes Toll," Cost Center 140302, Object Code 53401. This funding information was inadvertently omitted from the original Recommendation.

36. Recommendation Concerning the Transportation Disadvantaged Trust Fund - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Transportation Disadvantaged Trust Fund:

A. Adopt and authorize the Chairman to sign the Resolution Authorizing the Execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged, which authorizes the County Administrator or Assistant County Administrator to be named as the Board's Registered Agents in Florida, and authorizes the County Administrator or Assistant County Administrator to execute the Grant Agreement on behalf of the Board, and to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents which may be required in connection with the Agreement or subsequent Agreements, including but not limited to, the Subcontracted Transportation Provider (STP) Agreement and the Trip & Equipment Grant Agreement; and

B. Authorize the County Administrator or Assistant County Administrator to sign and execute all further documents which may be required in connection with the Escambia County Board of County Commissioners acting as the Community Transportation Coordinator (CTC).

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, Mass Transit Fund]

37. Recommendation Concerning the Federal Transit Administration Bus and Facilities Program: Grant 5310 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5310:

A. Accept the increase of the Grant Award from $360,000 to $384,563;

B. Approve the increased 10% required matching funds from $36,000 to $38,456, in the amount of $2,456; and

C. Authorize the Chairman to sign all other required documents pertaining to acceptance and expenditure of Grant funds, including Notification of Grant Award (NOGA) and electronic document filing, pending Legal approval and sign-off, without further action of the Board.

[Funding: An additional amount of $2,456 is required from Local Option Sales Tax III (Fund 352)]

38. Recommendation Concerning the United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Project Agreement Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Agreement Program:

A. Authorize submittal of the following projects and approve Escambia County to serve as the local sponsor:

Project Name	Description	Estimated Cost
Swamphouse Road	Gully west of Davis Highway, which crosses under Smith's Fish Camp Road has washed out, along with Smith's Fish Camp Road, and is substantially damaged. The tributary to Escambia Bay and Escambia River is threatened.	$500,000
Gatewood Ditch	Gatewood Ditch is the overflow outfall from Ellyson Industrial Park Pond, located north of Johnson Avenue. The ditch, which runs adjacent to private property parallel to East Johnson Avenue and crosses under East Johnson Avenue near the Olive Road intersection, is substantially damaged. The flow in this ditch washed out the box culvert and roadway at East Johnson Avenue, which is currently under repair. The tributary to Escambia Bay is threatened.	$359,790
Glynn Broc Gully	Located just downstream of the Gatewood Ditch and Johnson Avenue. There is a large concrete flood control structure in the gully, which was originally a 1979 NRCS Project, which is threatened with a large amount of sediment and erosion. Loss of the structure threatens Scenic Highway and Olive Road. The tributary to Escambia Bay is threatened.	$700,000
Olive Road at gully	Parallel to Olive Road, just west of Scenic Highway, this gully threatens Olive Road. The tributary to Escambia Bay is also threatened.	$198,671

Cypress Point	East of Scenic Highway across from the Olive Road intersection, this gully drains Gatewood Ditch, Glynn Broc Gully, and Olive Road. The storm damage threatens several properties located along the Escambia Bay coastline and Escambia Bay.	$300,000
Willowbrook Dam	Controls stormwater flows which then cross Chemstrand Road. Chemstrand Road, properties downstream, swampland, and the tributary to Escambia River are threatened.	$500,000
Ten Mile Creek	Flows have caused the erosion of up to 30 feet of creek banks in some areas between Pine Forest Road and west of Stefani Road. A private pond and large amounts of private property have been eroded and are further threatened. Ten Mile Creek flows into Eleven Mile Creek, which flows into Perdido Bay. Several wetlands and private properties are threatened. The threat to Pine Forest Road Bridge and to local private property is immediate.	$1,400,000
Addison Drive	Flow from the area north of Addison Drive has caused severe erosion adjacent to and into private properties. Scenic Highway and the outfall into Escambia Bay are threatened.	$250,000
Crescent Lake	Dam breach has drained Crescent Lake and allows uncontrolled flows downstream through a large watershed that makes its way to Perdido Bay. Several major roadways and private properties downstream are threatened by water flows.	$674,531
Jackson Lakes	1,800 feet of major slope failure.	$1,000,000

B. Authorize the Chairman to execute any subsequent Agreements and program-related documents from the project list. This program has a very aggressive timeline (220 days from approval through construction) and we need the Board's authorization for the chairman to execute needed documents for the individual project(s); and

C. Accept, subject to Legal review and sign-off, easements, Hold Harmless Agreements, and other documents of conveyance, as may be required from property owners of Escambia County whose properties are adjacent to designated EWP sites.

[Funding for the 25% match is available in Fund 352, "LOST III"]

39. Recommendation Concerning Purchase Orders in Excess of $50,000 for Emergency Response to the Flood Event of 2014 - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the following Purchase Orders for emergency response for inmate health and repairs to damages to County Roads, Bridges, infrastructure, and County Buildings, resulting from the Flood Event of April 29, 2014, issued under the Declaration of Emergency by the Board of County Commissioners on April 29, 2014:

P. O.	Contractor	Amount	Description
141392	Roads, Inc., of NWF	$400,962.35	Blue Springs Road Repair
141409	Armor Correctional Health Serv.	$250,000.00	Medical Services for Inmates
141410	The Hon Company	$75,000.00	Office Furniture for Corrections
141413	Hub City Ford-Mercury, Inc.	$114,342.00	Replacement Vehicles for Corrections
141423	Atkins North America, Inc.	$67,361.88	Preliminary Damage Assessment

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491, Category B - Emergency Protective Measures]

40. Recommendation Concerning the Antenna Mounting Space License Agreement for the Gonzalez Microwave Site - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement (PD 13-14.032), between Escambia County and New Cingular Wireless PCS, LLC, for the Gonzalez Microwave Site:

A. Approve the License Agreement to grant New Cingular Wireless PCS, LLC, the use of the Gonzalez Microwave Site for the sole purposes of installing, erecting, operating, maintaining, repairing, and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception, and transmission along with appurtenances to the tower and equipment, for an annual fee of $40,400, during the first 5 years of the 20-year term, thereafter increasing by 5% on each 5-year anniversary of the commencement date, with an option to renew the License for 1 additional 5-year term; and,

B. Authorize the Chairman to sign the License Agreement.

[Funding: License fees are credited to Fund 001, General Fund, Revenue Account 362032, Cingular, Gonzalez, Lease]

41. Recommendation Concerning the Antenna Mounting Space License Agreement for the Pipeline Microwave Site - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement (PD 13-14.032), between Escambia County and New Cingular Wireless PCS, LLC, for the Pipeline Microwave Site:

A. Approve the License Agreement to grant New Cingular Wireless PCS, LLC, the use of the Pipeline Microwave Site for the sole purposes of installing, erecting, operating, maintaining, repairing, and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception, and transmission along with appurtenances to the tower and equipment, for an annual fee of $30,000, during the first 5 years of the 20-year term, thereafter increasing by 5% on each 5-year anniversary of the commencement date, with an option to renew the License for 1 additional 5-year term; and,

B. Authorize the Chairman to sign the License Agreement.

[Funding: License fees are credited to Fund 001, General Fund, Revenue Account XXXXXX (NEW), Cingular, Pipeline, License (suggested title)]

42. Recommendation Concerning Software for the West Florida Public Library, PD 13-14.050 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.050, for Software in the West Florida Public Library, and approve the Agreement for Integrated Library System Software for the West Florida Public Library, PD 13-14.050, between Escambia County and Library Solution, Inc., d/b/a The Library Corporation, in the amount of $209,826.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56801, Project Number 14PF2638 - $167,666 – Software; Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project Number 14PF2638 - $21,060 – Hardware; Fund 352, LOST III, Cost Center 110267, Object Code 53401, Project Number 14PF2638 - $21,100 – Services]

III. For Discussion

1. Recommendation Concerning the Acquisition of Two Contiguous Parcels of Real Property at 3826 West Lloyd Street for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of two contiguous parcels of real property (totaling approximately 0.42 acres), located at 3826 West Lloyd Street, for proposed stormwater drainage improvements, from Carolyn J. Scott, for the purchase price of $61,500, which is above appraised value of $49,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of two contiguous parcels of real property (totaling approximately 0.42 acres), from Carolyn J. Scott; and

C. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, “LOST III," Cost Center 210107, Object Code 56101]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Traffic Assessment

That the Board schedule a public hearing for July 10, 2014 at 5:33 p.m. to consider adoption of an ordinance amending Section 34-6 of the Escambia County Code of Ordinances to assess a surcharge of $30.00 to penalties imposed for criminal violations listed in Section 318.17, Florida Statutes, to be used to fund state court facilities in Escambia County.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6319 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 06/26/2014
Issue: Ratification/Adoption of Proclamations
From: Jack R. Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the following four Proclamations:

A. Ratify the Proclamation, dated June 17, 2014, expressing sincere appreciation to Representative Perry E. Thurston, Jr., for his commitment toward excellence and his belief that government should be ethical, transparent, and responsive to the needs of the people and extending best wishes to Representative Thurston in all future endeavors;

B. Adopt the Proclamation honoring and congratulating Mrs. Josephine Thompson Holley for reaching the age of 100 and extending best wishes to her for continued good health and happiness;

C. Adopt the Proclamation recognizing and commending the “Blue Angels” for their dedication, leadership, and service to our community, our country, and the Armed Forces; and

D. Adopt the Proclamation commending the “Spread the Word to End the Word” Campaign for building awareness to end society’s use of the “R-word” and encouraging the citizens of Escambia County to take the pledge to choose respectful people-first language.

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 by the County Administration staff for BCC approval. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

***WHEREAS**, on Friday, June 20, 2014, Movement for Change, Inc., will hold its 14th Annual "Freedom Is Not Free" banquet at It's Personal by Sheila; and*

***WHEREAS**, Representative Perry E. Thurston, Jr., is the keynote speaker addressing the Theme: Education - "Impacting America through Legislation"; and*

***WHEREAS**, Representative Thurston is a resident of Fort Lauderdale, Florida, is married and, is the father of two children. He is a graduate of the Broward County Public Schools. After graduation, he immediately matriculated to Morehouse College, graduating with a B.A. in Finance in 1982. He attended the University of Miami's School of Law, earning a Jurist Doctorate Degree in 1987; and*

***WHEREAS**, he is a member of the Mount Calvary Missionary Baptist Church and a proud member of Kappa Alpha Psi Fraternity, Inc.; and*

***WHEREAS**, in the Florida House of Representatives, Representative Thurston currently serves on the Appropriations Committee, the Select Committee on Health Care Workforce Innovation, and the Select Committee on PPACA (Patient Protection and Affordable Care Act); and*

***WHEREAS**, Representative Thurston has received numerous honors and humanitarian awards because of his zealous advocacy and important legislation.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners, on behalf of the citizens of Escambia County and the members of Movement for Change, expresses sincere appreciation to Representative Perry E. Thurston, Jr., for his commitment toward excellence and his belief that government should be ethical, transparent, and responsive to the needs of the people and extends best wishes to Representative Thurston in all future endeavors.*

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 SEAL ESCAMBIA CO., FL

Dated: June 17, 2014

PROCLAMATION

***WHEREAS**, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. Centenarians are among the fastest-growing segment of our population and create a link to our history. It is a great distinction for Mrs. Josephine Thompson Holley to celebrate 100 years of life; and*

***WHEREAS**, Mrs. Holley was born on June 1, 1914, in Hybert, Alabama, to Whylie and Bessie Thompson, who were children of slave owners, and lived in Camden, Alabama, in Wilcox County; Bessie was a maid and Whylie was a field hand; and*

***WHEREAS**, Mrs. Holley met and married George Holley and attended St. Joseph Catholic Church where Mr. Holley was a member. They were a happy couple for over 60 years and were very much in love until his demise in 2002. Mrs. Holley is currently a member of St. Stephen Catholic Church, in Pensacola, Florida; and*

***WHEREAS**, Mrs. Holley was the third of ten children born to Whylie and Bessie Thompson. She is the only survivor of her nine siblings: Shirley; Robert "R.B."; Josephine; Whylie, Jr.; Amander; Lucy; George; Eliza; and Cliffore "B-Man"; and*

***WHEREAS**, Mrs. Holley moved to Pensacola, Florida, when she was 16 years old, and since her arrival in Pensacola, has held many jobs. Mrs. Holley is most proud of her last job as cashier at the Ritz Theater in 1960; and*

***WHEREAS**, Mrs. Holley's nieces and nephews came from many different states to celebrate her 100th birthday: Doyle and Cherlyne Branche of White Plains, New York; Callie Branche and Donny and Evelyn Allen of New York City; Margaret Hill and Janet and Darryl Hill of Hartford Connecticut; Shirley Elaine Thompson of Greenville, South Carolina; Shirley Ann Thompson and Bessie Lue and Ira Polk of Moss Point, Mississippi, where Ira Polk was the Mayor of Moss Point from 1989 – 1997; and Eloise Jackson of Pensacola, Florida. Everyone had a wonderful time and promised to return each year and celebrate with Mrs. Holley; and*

***WHEREAS**, Mrs. Josephine Thompson Holley creates a link to our history; she lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Josephine Thompson Holley on reaching the age of 100 and extends best wishes to her for continued good health and happiness.*

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

Adopted: June 26, 2014

PROCLAMATION

***WHEREAS**, for 68 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and*

***WHEREAS**, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and*

***WHEREAS**, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and*

***WHEREAS**, since inception the "Blue Angels" have performed for more than 495 million fans; and*

***WHEREAS**, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and*

***WHEREAS**, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.*

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

Adopted: June 26, 2014

PROCLAMATION

***WHEREAS**, the "Spread the Word to End the Word" Campaign is an ongoing effort by Special Olympics, Best Buddies, and their supporters to inspire respect and acceptance through raising the consciousness of society about the "R-word" and how hurtful words and disrespect can be towards people with intellectual disabilities; and*

***WHEREAS**, the Campaign, created by youth, is intended to engage schools, organizations, and communities to rally and pledge their support at www.R-word.org and to promote the inclusion and acceptance of people with intellectual and developmental disabilities; and*

***WHEREAS**, the annual day of awareness is held the first Wednesday of every March. While most activities are centered on or near that annual day in March, people everywhere can help spread the word throughout their communities and schools year-round through pledge drives, youth rallies, and online activation; and*

***WHEREAS**, the "Spread the Word to End the Word" Campaign was founded by college students in 2009 and continues to be led by passionate young people, along with Special Olympics athletes and Best Buddies participants across the United States and in many other parts of the world; and*

***WHEREAS**, respectful and inclusive language is essential to the Movement for the dignity and humanity of people with intellectual disabilities; however, much of society does not recognize the hurtful, dehumanizing, and exclusive effects of the "R-word."*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby commend the "Spread the Word to End the Word" Campaign for building awareness to end society's use of the "R-word" and encourages the citizens of Escambia County to take the pledge to choose respectful people-first language.*

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

Adopted: June 26, 2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6253 **Written Communication** **7. A.**
BCC Regular Meeting
Meeting Date: 06/26/2014
Issue: Environmental (Code) Enforcement Lien Relief – 9791 Hwy 97
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

May 16, 2014, communication from John Solomon requesting that the Board forgive the fines and penalties relative to a Code Enforcement Lien against property located at 9791 Highway 97.

Recommendation: That the Board review and consider lien relief request made by John Solomon against property located at 9791 Highway 97.

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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Lien, 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.

Mr. Solomon has no other option but to appear before the Board.

BACKGROUND:

August 9, 2010 Received a complaint for overgrowth, trash, debris and dilapidated structure. Notice of violation was posted on property.

Notice of violation was mailed both regular and certified mail to the owners and was returned marked "Not deliverable as addressed".

Three follow up inspections were conducted with no improvements to property. A title seach was ordered and property was scheduled for special magistrate.

February 3, 2011 A Hearing Notice was mailed to owners and posted on property. Hearing Notice was returned marked "Not deliverable as addressed".

February 15, 2011 A follow up inspection was conducted with no improvements to the property.

On February 23, 2011 Case was continued by the special magistrate and continuance notice was mailed to owners.

Additional owner information obtained. Mailed a new notice to the new address. Notice was received but unable to read signature.

March 29, 2011 Hearing held. $1,100.00 court cost awarded to the county, $100.00 per day fine with a deadline of April 29, 2011 to abate violations.

Copies of orders mailed to owners and returned marked "Unclaimed".

July 8, 2011 County abated violations in the amount of $8,000.00

BUDGETARY IMPACT:

Lien amount Cost

Court Cost $1,100.00

Fines (4/29/11- 07/08/11) $7,000.00

Abatement Cost $8,000.00

TOTAL $16,100.00

This amount does not include the Clerk's recording fees or interest.

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

9791 Hwy 97

9791 Hwy 97

RECEIVED
MAY 20 2014
BY:_____

May 16, 2014

John Solomon
5571 Morgan Road
Walnut Hill, Florida 32568

Escambia County Code Enforcement
Attn: Sandra Slay
3363 West Park Place
Pensacola, Florida 32505

Re: Code Enforcement Lien Payoff
Case No.: CE 10-08-04517

Dear Ms. Slay:

This correspondence is written to request that the fines and penalties for the above referenced case be waived. I would like to pay the hard costs of $685.06. I am not delinquent in any property taxes and I pay approximately $2600.00 every year. Please give any and all possible consideration to this request. If you have any comments or questions, please do not hesitate to contact me at my cell phone number: (251) 359-1685.

Sincerely,

John Solomon

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: 9791 Hwy 97
Property Owner: Joe Parker & Martha Ellison
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE100804517

08/09/10	Received complaint. Officer observed overgrowth, trash, debris and dilapidated structure. Notice posted on property.
08/13/10	Notice of Violation mailed to owner was returned marked "Not Deliverable as Addressed".
11/17/10	Follow up inspection. Violations remains.
12/01/10	Violations remain. Ordered title search.
12/15/10	Violations remain. Request special magistrate hearing.
02/03/11	Hearing notice mailed to owner both regular and certified mail. Copy of hearing notice posted at property. Hearing noticed returned marked " Not deliverable as addressed".
02/07/11	Posted property with hearing notice.
02/15/11	Reinspection conducted violations remain.
02/23/11	Hearing continued. Mailed continuance notices to owners and posted on property. Notice returned.
03/01/11	Mailed NOV to new contact person for property. NOV received but unable to read signature.
03/29/11	Special Magistrate ordered fine in the amount of $100.00 per day and court cost of $1,100.00. Deadline of April 29, 2011 to abated violations.
04/04/11	Copies of Order mailed to owner and returned marked "Unclaimed".
05/05/11	Violations remain. Case was referred for county abatement.
07/08/11	Violations abated by Escambia County in the amount of $8000.00.

Lien amount	**Cost**
Fines (4/29/11 – 07/08/11)	**$7,000.00**
Court Cost	**$1,100.00**
Abatement Cost	**$8,000.00**
TOTAL	**$16,100.00**

This amount does not include the Clerk's recording fees or interest.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-04517
Location: 9791 Hwy 97
PR# 385N32-4226-000-000

Joe Parker & Martha Ellison
10000 Hwy 97
Century, FL 32535

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of March 29, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d), and 30-203 (dd). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of $1,100.00 imposed by the Order of Special Magistrate dated March 29, 2011, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines $100.00 per day (4/29/11 - 7/08/11)	$ 7,000.00
b. County Abatement Fees	$ 8,000.00
Total	$15,000.00 which

together with the previously imposed costs of $1,100.00 makes a total of $16,100.00.

DONE AND ORDERED at Escambia County, Florida, this 8TH day of DECEMBER, 2011.

Special Magistrate
Office of Environmental Enforcement

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011088019 12/12/2011 at 02:21 PM
OFF REC BK: 6796 PG: 402 - 402 Doc Type: CEL1
RECORDING: $10.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6308 **Written Communication** **7. B.**

BCC Regular Meeting

Meeting Date: 06/26/2014

Issue: Written Communication Request - Joe Endry

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

May 22, 2014, email communication from Joe Endry, President of Endrizzi Investments, Inc., concerning his letter received April 21, 2014, requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive as subleases and allow him to pay his share of the MSBU assessment, in the amount of $8,345.64.

BACKGROUND:

At the May 15, 2014, Board of County Commissioners' Meeting, the Board approved to postpone any foreclosure on this item for at lease 90 days.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Email from Joe Endry, President of Endrizzi Investments, Inc., and Backup from the 5-15-2014 BCC Meeting

Judy H. Witterstaeter

From: Alison A. Perdue
Sent: Thursday, May 22, 2014 11:02 AM
To: Stephen G. West
Cc: Dianne C. Simpson; Judy H. Witterstaeter
Subject: Fwd: MSBU issue with Pensacola Beach Inc

Sent from my iPhone

Begin forwarded message:

From: Joe Endry <joe@joeendry.com>
Date: May 22, 2014 at 6:01:13 PM GMT+2
To: "Alison A. Perdue" <aaperdue@co.escambia.fl.us>, "larry_newsome@myescambia.com" <larry_newsome@myescambia.com>
Cc: 'david bayside.cc' <david@bayside.cc>
Subject: MSBU issue with Pensacola Beach Inc

Hi,
I was able to confirm that David Brannen who owns Pensacola Beach Inc has agreed to pay the original amount of the 2007 MSBU if the county commissioners agree to forgive the interest, penalties and fees . I will provide to him and the county the amount allocated to my building as a sub-lessee. The amounts we have paid every year has been the same. As you know I pulled the item off the agenda last week due to my not wanting to gain the commissioners approval and not have the balance ready to pay within the 30 day period. I will plan to come to the morning meeting at 9am the day of the monthly meeting. Could you tell me what date that will be.
Thanks for your help in getting this matter resolved to everyone's satisfaction.
Joe

Joe Endry
President
212 S. Alcaniz St.
Pensacola, FL 32502
(850) 435-5300

REGULAR BCC AGENDA – Continued

7. Proclamations

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the following two Proclamations:

A. Adopting the Proclamation recognizing and commending Mrs. Bette Hooton for her volunteer service to the community and expressing sincere gratitude to her for committing her time and talent as an activist and advocate to further the development of the West Florida Public Library System; and

B. Ratifying the Proclamation dated May 7, 2014, recognizing Rotary District 6940 for joining the Clubs of the Districts towards achieving the Rotary goals and commending the Rotary Club for its service dedicated to improving the human condition in local communities around the world.

Speaker(s):

Elizabeth "Bette" Hooton

* 8. Written Communication

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving to postpone any foreclosure on this item until the individuals have a chance to get back with "us," for at least 90 days, relative to the April 21, 2014, letter received from Joe Endry, President of Endrizzi Investments, Inc., requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive, as subleases, and allow him to pay his share of the MSBU assessment, in the amount of $8,345.64.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6148 **Written Communication 8.**
BCC Regular Meeting
Meeting Date: 05/15/2014
Issue: Written Communication Request - Joe Endry
From: Larry Newsom, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
April 21, 2014 - Letter received from Joe Endry, President of Endrizzi Investments, Inc., requesting that the County waive the late fees and penalties that have accrued since 2007 for unpaid MSBU (Municipal Services Benefit Unit) assessments on the properties located at 24 Via De Luna Drive and 22A and 22B Via De Luna Drive as subleases and allow him to pay his share of the MSBU assessment, in the amount of $8,345.64.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Letter from Joe Endry, President of Endrizzi Investments, Inc.

Joe Endry

Endrizzi Investments, Inc
212 S. Alcaniz St.
Pensacola, Fl. 32502

RECEIVED
APR 21 2014
By J. Witterstaetter

Dear Mr. Newsom,

In July of 2013 one of my tenants in my building at 22 Via Deluna Drive on Pensacola Beach gave me a registered letter from the county indicating the county was going to foreclose on the master lease owned by Pensacola Beach Inc. because the MSBUs for 2007 had not been paid. A copy of the letter is enclosed. The master lease includes the Springhill Suites by Marriott at 24 Via Deluna Drive and my building next door at 22A & B Via Deluna Drive as subleases. I contacted the master leaseholder (David Brannen) of Pensacola Beach Inc. and Highpointe Hotels who manages the Spring Hill and they were also very surprised at this revelation. None of us were aware that an MSBU had not been paid. We have never contested the assessment and charging of MSBUs and have paid them all on a timely basis since their inception. It is apparent to us that we did not receive a bill for the 2007 MSBUs for some reason and we are amazed that over the last 6 years we have never received any kind of notice from the county that we were delinquent. A copy of the bill including the account #s for the Master Lease, the Spring Hill and the two amounts for 22A&B are included.

In my effort to get the matter resolved now I have two requests. The first one is on behalf of all of concerned. I would like to request that in accordance with county ordinances Sec. 46-213 and 214 that the county waive the late fees and penalties that have accrued over the last 6 years and allow us to pay the original amount of $23,267.97 due to the unusual circumstances that have occurred.

When I received this letter back in July I immediately began working to get it resolved. However, a problem arose because the Spring Hill by Marriott owned by Pensacola Beach LLC (not Pensacola Beach Inc.) was in foreclosure and then this sub-lessee filed bankruptcy. The Spring Hill pays about 2/3 of the MSBU and the funds for their share was not available. Because of this situation I was not able to pay my share of the MSBU which is exactly $8,345.64 because the county normally will only accept 100% of the payment and it has to come from the Master Leaseholder. Recently, the foreclosure was finalized and the hotel now belongs to American Fidelity. In anticipation there could be a dispute between the new owner of the Spring Hill and the previous owner of the Spring Hill about who should pay the MSBUs for 2007 I would like to request that the county accept my check for $8,345.64 right now. I am certain the MSBUs for 2007 on the Spring Hill will be paid soon but I would very much like to pay what I owe tomorrow.

Thank you very much for your help in getting this matter resolved for me so I can get back in your good graces!

Sincerely,

Joe Endry

Joe Endry
President

#8 W/C

Municipal Services Benefit Unit (MSBU)
FOR THE FISCAL YEAR **2010 - 2011**
MSBU QUESTION (850) 595-4960
OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108
24 VIA DE LUNA
MASTER COVER

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:
ESCAMBIA COUNTY TAX COLLECTOR
213 PALAFOX PLACE
P.O. BOX 1312
PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #
282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

PENSACOLA BEACH INC
22 A VIA DE LUNA
PENSACOLA BEACH FL 32561

AMOUNT DUE $23,267.97

0002326797 0000000000 0000099001080000 0004 0

Municipal Services Benefit Unit (MSBU)

Code	Description	Amount
N IM	Island MSBU	15440.24
N IF	Fire Protection (Island)	7827.73

MSBU questions - (850) 595-4960
Ownership questions - (850) 932-2257

There are no discounts for early payment. There is no right to payment by installments. The interest penalty on delinquent payments is calculated at an interest rate of 18% per annum or 1.5% per month beginning April 1.

PROPERTY REFERENCE #
282S26-1130-001-007

RETAIN THIS PORTION

TOTAL $23,267.97

#8 W/C

Municipal Services Benefit Unit (MSBU)
FOR THE FISCAL YEAR 2010 - 2011
MSBU QUESTION (850) 595-4960
OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108
22B VIA DE LUNA

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:
ESCAMBIA COUNTY TAX COLLECTOR
213 PALAFOX PLACE
P.O. BOX 1312
PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #
282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

AMOUNT DUE $7,856.90

4-3 85 JN8305
22B VIA DE LUNA

DO NOT REMIT PAYMENT TO TAX COLLECTOR.
REMIT PAYMENT TO THE HOLDER OF YOUR MASTER LEASE.

Municipal Services Benefit Unit (MSBU)

Code	Description	Amount
N IM	Island MSBU	7639.10
N IF	Fire Protection (Island)	217.80

This is a sub account. Please remit payment to the holder of the master lease for this location.

ROPERTY REFERENCE #
282S26-1130-001-007

RETAIN THIS PORTION

TOTAL $7,856.90

#8 W/C

Municipal Services Benefit Unit (MSBU)
FOR THE FISCAL YEAR 2010 - 2011
MSBU QUESTION (850) 595-4960
OWNERSHIP QUESTION (850) 932-2257

LEGAL DESCRIPTION: Acct: 99-0000-108
22A VIA DE LUNA

DUE DATE 3/31/2011

DELINQUENT DATE 4/1/2011

FOR CHANGE OF ADDRESS SEE BACK

MAKE CHECK PAYABLE TO:
ESCAMBIA COUNTY TAX COLLECTOR
213 PALAFOX PLACE
P.O. BOX 1312
PENSACOLA, FLORIDA 32591-1312

PROPERTY REFERENCE #
282S26-1130-001-007

DETACH THIS STUB AND RETURN WITH PAYMENT

4-2 84 245304
22A VIA DE LUNA

AMOUNT DUE $488.74

DO NOT REMIT PAYMENT TO TAX COLLECTOR.
REMIT PAYMENT TO THE HOLDER OF YOUR MASTER LEASE.

Municipal Services Benefit Unit (MSBU)

Code	Description	Amount
N IM	Island MSBU	162.04
N IF	Fire Protection (Island)	326.70

JME $162.91
CBUR $325.83

This is a sub account. Please remit payment to the holder of the master lease for this location.

PROPERTY REFERENCE #
282S26-1130-001-007

RETAIN THIS PORTION

TOTAL $488.74

pd ✓ #1424
11-16-10

#8 W/C

Pam Childers, Clerk of the Circuit Court
Circuit Civil Division
PO Box 333
Pensacola, FL 32591-0333

REGISTERED MAIL

RA 185 430 068 US

Label 200, July 1999 (102595) 99-M-1904

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $014.21
00017 9455 JUN 13 2013
MAILED FROM ZIP CODE 32501

PENSACOLA
JUN 14 2013
USPS - REGISTRY

Pensacola Beach, Inc.
22A Via De Luna Drive
Pensacola Beach, FL 32561

L 6-15
6-24
6-30

RETURN RECEIPT
REQUESTED

#8 W/C

2014-000457 BCC
May 15, 2014 Page 7

Electronically Filed 05/31/2013 05:40:46 PM ET

RECEIVED JUL 01 2013

IN THE CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA
IN CHANCERY

ESCAMBIA COUNTY, FLORIDA, a
political subdivision of the State of Florida,

Plaintiff,

v.

Case No. 2013 CA 1423
Division: A

CERTAIN REAL PROPERTY ON
SANTA ROSA ISLAND upon which
Special Assessments are delinquent

Defendant(s).
_____/

NOTICE

To all persons and corporations interested in or having any lien or claim upon any of the lands described herein:

You are hereby notified that Escambia County, Florida has filed its bill of complaint in the above named court to foreclose delinquent special assessments with interest and penalties, upon the parcels of land set forth in the following schedule, the aggregate amount of such special assessments, interest, and penalties, against said respective parcels of land, as set forth in said bill of complaint, being set opposite such parcels in the following schedule, to wit:

Lot 22, Bahia Paz, Escambia County, Florida, according to the Plat recorded in Plat Book 8, at Page 86, of the public records of said County (Owens).	$2,481.00
Parcel No. 7 South, El Vedado Villa, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 84 of the public records of said County (Pensacola Beach, Inc.).	$23,267.97
Lot 8, Block "A", of DELUNA POINT, a Planned Unit Development of a portion of land in Township 3 South, Range 29 West, Escambia County, Florida, Santa Rosa Island, as per plat of said Planned Unit Development recorded in Plat Book 15, at Page 19, of the public records of Escambia County, Florida (Khorram).	$2,481.00
Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL (Property Identification# 170139000) (Flemming).	$2,067.50

Lot 3, Block 11, Santa Rosa Villas, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, as recorded in Plat Book 8, Page 15, of the public records of said county (Flemming).	$2,067.50
Lot 4, Block, 14, subdivision of First Addition to Villa Segunda, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Page 59, of the public records of said County (Blanton).	$2,067.50
Lot 7, Block, 16, in a subdivision of First Addition to Villa Segunda, Escambia County, Florida, according to the Plat recorded in Plat Book 4, at Page 59, of the public records of said County (Smith).	$827.00
Lot 8, Block, 28, First Addition to Villa Segunda, Escambia County, Florida, according to Plat recorded in Plat Book 4, at Page 17, of the public records of said County (McDonald).	$2,481.00

In addition to the amounts set opposite each parcel of land in the foregoing schedule, interest and penalties, as provided by law, on such delinquent taxes and special assessments, together with a proportionate part of the costs and expenses of this suit, are sought to be enforced and foreclosed in this suit.

You are hereby notified to appear and make your defenses to said bill of complaint on or before the 15th day of July, 2013, and if you fail to do so on or before said date the bill will be taken as confessed by you and you will be barred from thereafter contesting said suit, and said respective parcels of land will be sold by decree of said court for nonpayment of said taxes and assessment liens and interest and penalties thereon and the costs of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said court, this 10th day of June, 2013.

Pam Childers, Clerk of the Circuit Court

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

By MCarvalho
Deputy Clerk

Sec. 46-213. Payment of annual assessments; discharge of recorded liens.

(a) Unless otherwise designated by the board, the clerk of the circuit court, the agent of the clerk, or tax collector is hereby vested with the power and the duty to collect payments of annual assessments.

(b) The clerk of the circuit court, the agent of the clerk, or tax collector shall mail a second notice to all lessees of residential or commercial master leaseholds who have not paid the applicable annual assessments prior to or on the due date. Such delinquency notice shall specify:

(1) The amount of the annual assessment;

(2) The delinquency date;

(3) The interest penalty on delinquent payments; and

(4) The requirement in this article for the recordation of a lien in the manner provided by section 46-12.

(c) Within 30 days after the delinquency date, the clerk of the circuit court, agent of the clerk, or tax collector shall prepare and deliver to the board a list of outstanding and uncollected annual assessments for such fiscal year. Such list shall contain for each lot or parcel:

(1) The amount of the outstanding aggregate annual assessment for the fiscal year;

(2) The legal description; and

(3) The lessee.

(d) Upon delivery of such list, all such outstanding annual assessments or liens may be discharged and satisfied by payment to the clerk of the circuit court, agent of the clerk, or tax collector of the aggregate amount due for such outstanding annual assessments, together with the total of any prior annual assessments or liens, plus interest penalties, for such residential or commercial leaseholds that remain outstanding and unpaid. When any such lien or liens has been fully paid or discharged, the clerk of the circuit court, agent of the clerk, or tax collector shall properly cause evidence of the satisfaction and discharge of such lien to be provided. Said lien or liens shall not be assigned by the board to the person.
(Code 1985, § 1-14-83; Ord. No. 99-30, § 7(1-14-83), 7-1-99)

Sec. 46-214. Enforcement of delinquent annual assessments.

(a) All delinquent annual assessment liens may be enforced at any time by the board subsequent to the date of the recording of the notice of lien provided for in section 46-212 for the amount due under such recorded liens, including all interest penalties, plus costs and a reasonable attorney's fee, by proceedings in a court of equity to foreclose such liens in the manner in which a mortgage lien is foreclosed under the laws of state, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. It shall be lawful to join in any complaint for foreclosure or any such legal proceedings, any one or more leaseholds that are the subject of a lien or liens.

(b) The board of county commissioners retains the authority to waive penalties and interest accrued on delinquent annual assessments. In order to have penalties and interest waived on a delinquent account, an applicant for relief must follow these procedures:

(1) Provide a written request for relief from penalties and interest to the county administrator. The written request shall demonstrate that the failure to timely pay the assessment was due to extraordinary circumstances.

(2) The county administrator shall place such written request on a board of county commissioners agenda for action along with a recommendation regarding whether the applicant appears to have demonstrated extraordinary circumstances.

(3) In the event the board of county commissioners votes to provide any relief pursuant to this section, the applicant shall be responsible for any costs associated with

#8 W/C

that relief, such as cost of recording, unless otherwise directed by the board of county commissioners.

(Code 1985, § 1-14-84, Ord. No. 99-30, § 8(1-14-84), 7-1-99; Ord. No. 2012-10, § 1, 4-5-2012)

Sec. 46-215. Interim services charge on new construction.

(a) An interim services charge shall be imposed against the lessee of all residential and commercial leaseholds on which a building is constructed subsequent to the assessment date. The amount of the interim services charge shall be calculated upon a monthly rate, which shall be one-twelfth of the annual assessments as established in the rate resolution for the fiscal year in which occupancy of the new construction occurs for the applicable classification of residential or commercial leasehold. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year of the unit. No certificate of occupancy of the county or the authority shall be issued until full payment of the interim services charge is received by the county.

(b) Such interim services charge shall be deemed delinquent on the date occupancy occurred and shall constitute a lien against such residential or commercial leasehold as of that date. Such lien shall be 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 and to or against the leasehold involved and may be recorded as provided in section 46-212 and enforced as provided in section 46-214.

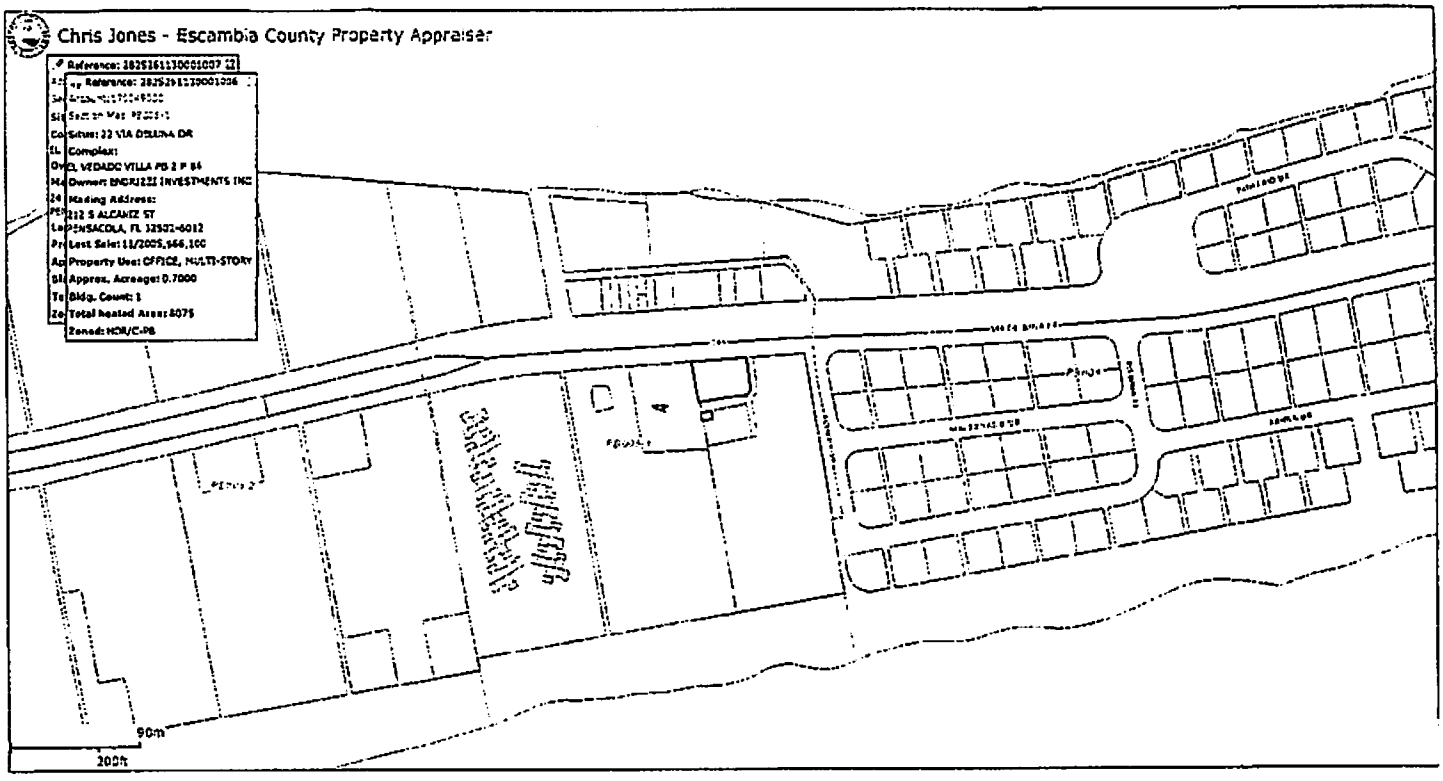
(Code 1985, § 1-14-85)

Sec. 46-216. Correction of errors and omissions; petition to board.

(a) No act of error or omission on the part of the property appraiser, county administrator, clerk of the circuit court, agent of the clerk, or tax collector, board or their deputies or employees, shall operate to release or discharge the obligation of the lessee of a residential or commercial master leasehold for payment of the annual assessments or the interim services charge imposed by the board under the provision of this article. Any errors or omissions may be corrected at any time by the board, or its designee, and when so corrected shall be considered valid ab initio and shall in no way affect the enforcement of the annual assessments or the interim services charge imposed under the provisions of this article.

(b) When it shall appear that any annual assessment should have been imposed under this article against a residential or commercial master leasehold, but that such property was omitted from the annual island assessment roll or any addendum, the board may, by resolution, impose the application annual assessment for the fiscal year in which such error is discovered, in addition to the applicable annual assessments due for the prior two fiscal years. Such aggregate annual assessments shall become delinquent if not fully paid upon the expiration of 90 days from the date of the adoption of such resolution. Such annual assessments shall constitute a lien against such residential or commercial master leasehold upon becoming delinquent and shall be subject to a penalty. Such lien shall be 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 and to or against the leasehold involved and may be recorded as provided in section 46-212 and enforced as provided in section 46-214.

(c) Any lessee of a residential or commercial master leasehold may petition the board to correct any asserted error or omission in relation to his residential or commercial master leasehold in the adoption of the annual island assessment roll or its addendum, if any, or in the implementation of this article within 90 days of the date the asserted error or omission occurred. Such petition shall be initiated by filing with the county administrator a written petition containing the name of the lessee, a legal description of the affected lot or parcel that is the subject of a residential or commercial master leasehold, a summary description of the asserted error or omission and the relief requested of the board. Such petition shall be considered by the board at any regular or special meeting.


Chris Jones - Escambia County Property Appraiser
Reference: 282516113000100
Reference: 282516113000100
Situs: 22 VIA DOLUNA DR
Complex:
EL VEDADO VILLA PB 2 P 84
Owner: ENDRIZZI INVESTMENTS INC
Mailing Address:
212 S ALCANIZ ST
PENSACOLA, FL 32501-6012
Last Sale: 11/2005,$66,100
Property Use: OFFICE, MULTI-STORY
Approx. Acreage: 0.7000
Bldg. Count: 1
Total heated Area: 8075
Zoned: HDR/C-PB
90m
200ft

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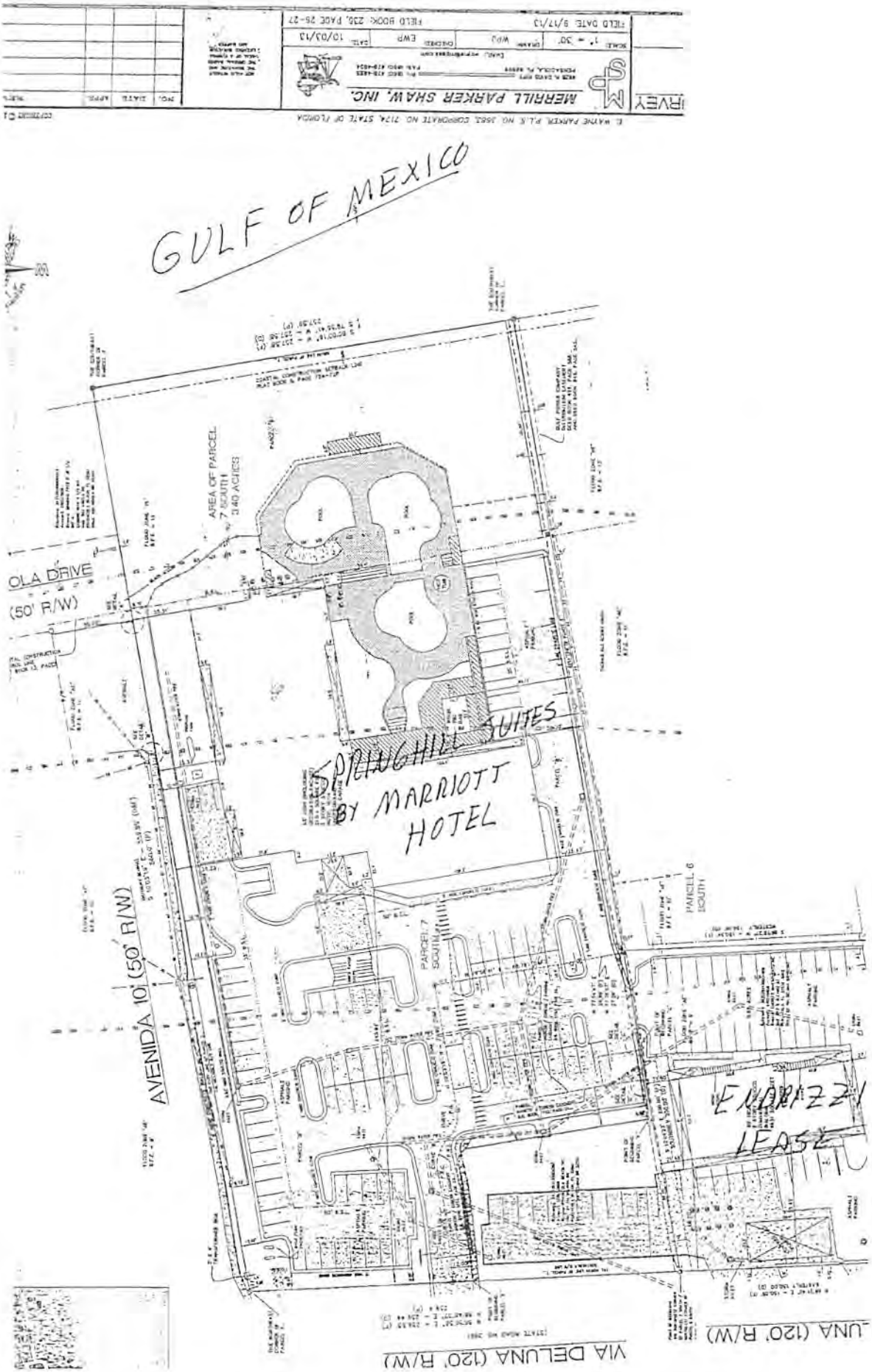

GULF OF MEXICO
SPRINGHILL SUITES
BY MARRIOTT
HOTEL
AVENIDA 10' (50' R/W)
OLA DRIVE
(50' R/W)
AREA OF PARCEL
7 SOUTH
3.40 ACRES
PARCEL 7
SOUTH
PARCEL 6
SOUTH
VIA DELUNA (120' R/W)
MERRILL PARKER SHAW, INC.

#8 W/C

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6306 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 06/26/2014

Issue: 5:32 p.m. Public Hearing - Vacate Portion of Alleyway in Block 102, Beach Haven Subdivision

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski:

A. Approve or deny the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Petitioner owns property abutting both sides of a portion of a 12' wide alleyway located in Block 102, Beach Haven Subdivision as recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest the County has in the portion (12' x approximately 156') of a 12' wide alleyway in Block 102, Beach Haven Subdivision, as shown on the plat of said subdivision, subject to a utility easement being retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

Engineering staff and concerned utility companies have reviewed this request and have requested that a utility easement be retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. No one will be denied access to his or her property as a result of this

vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property - Section III, and Florida Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or the Petitiioner's agent to have the documents recorded in the public records and to advertise the required public notifications.

Attachments

Petition

hold harmless

Resolution

notice of adoption

Plat

Aerial view

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as an alleyway in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Michael Majewski presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of a 12.00 foot wide alleyway (12’ x approximately 156’) lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

2. That the Petitioner Michael Majewski desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 35, Township 2 South, Range 31West and recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Petitioners Name: Michael Majewski

Street Address: 2004 Bayou Grande Drive
Pensacola, FL 32507
Phone Number: 850-221-5138

Agent's Name: N/A

Date: 1/16/2014

HOLD/HARMLESS AGREEMENT

WHEREAS, MICHAEL MAJEWSKI hereafter called "Petitioner" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar ($1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

That portion of a 12.00 foot wide alleyway (12' x approximately 156') lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

2. Petitioner, hereby covenants and agrees that he has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner, hereby covenants and warrants that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioners, further hereby agrees to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Witness

Stacey S. Ward

Print or type name

Larry Goodwin

Witness

LARRY GOODWIN

Print or type name

Petitioner

Michael Majewski

Date: 5/28/2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of MAY, 2014, by MICHAEL MAJEWSKI. He is (___) personally known to me, (___) produced current Florida/Other FLA. driver's license as identification, and/or (___) produced current _____ as identification.

Larry Goodwin

Notary Public

LARRY GOODWIN

Print or type name

(Notary Seal must be affixed)

LARRY GOODWIN
Notary Public - State of Florida
Commission #FF109898
My Commission Expires
May 17, 2018

Commission Expires:_____
Commission Number:_____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Approved by the B.C.C. on:_____

RESOLUTION NUMBER R_____-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, Michael Majewski has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

> That portion of a 12.00 foot wide alleyway (12' x approximately 156') lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida, subject to a utility easement being retained for People's Water Service over the length and width of said alleyway being vacated.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner, Michael Majewski, has caused to be published on June 5 A.D., 2014, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on June 26, 2014 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

That portion of a 12.00 foot wide alleyway (12' x approximately 156') lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida, subject to a utility easement being retained for People's Water Service over the length and width of said alleyway being vacated.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

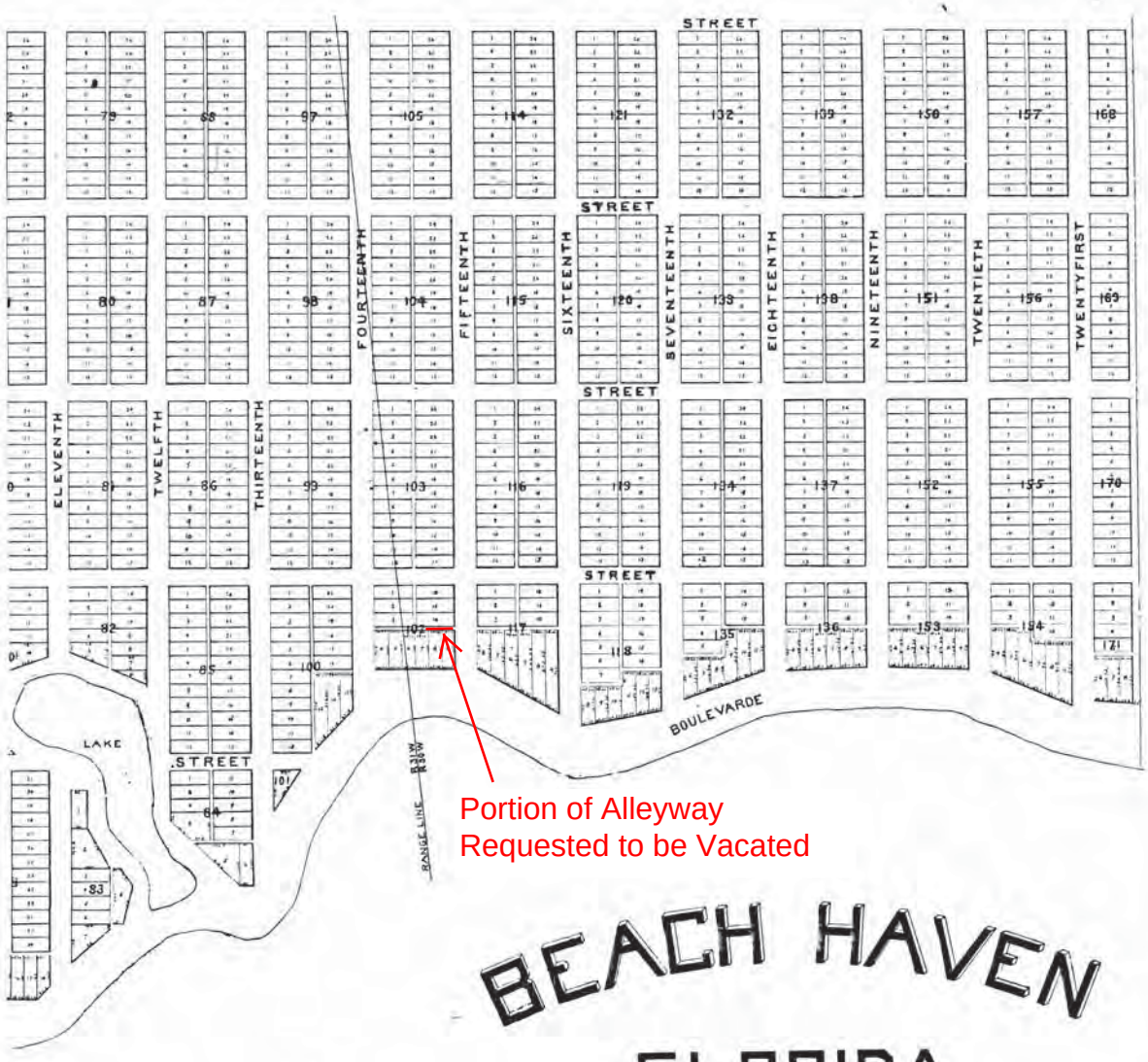
NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

That portion of a 12.00 foot wide alleyway (12’ x approximately 156’) lying between Lot 10, Block 102 and Lots 7, 8 and 9, Block 102 as shown on the plat of Beach Haven Subdivision recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida



BEACH HAVEN

FLORIDA

1906

GRANDE

SCALE
ONE INCH EQUALS TWO HUNDRED FEET

SURVEYED FEBRUARY-JUNE, 1906
BY
W. D. CRISMAN, C.E.
SELMA, ALA.

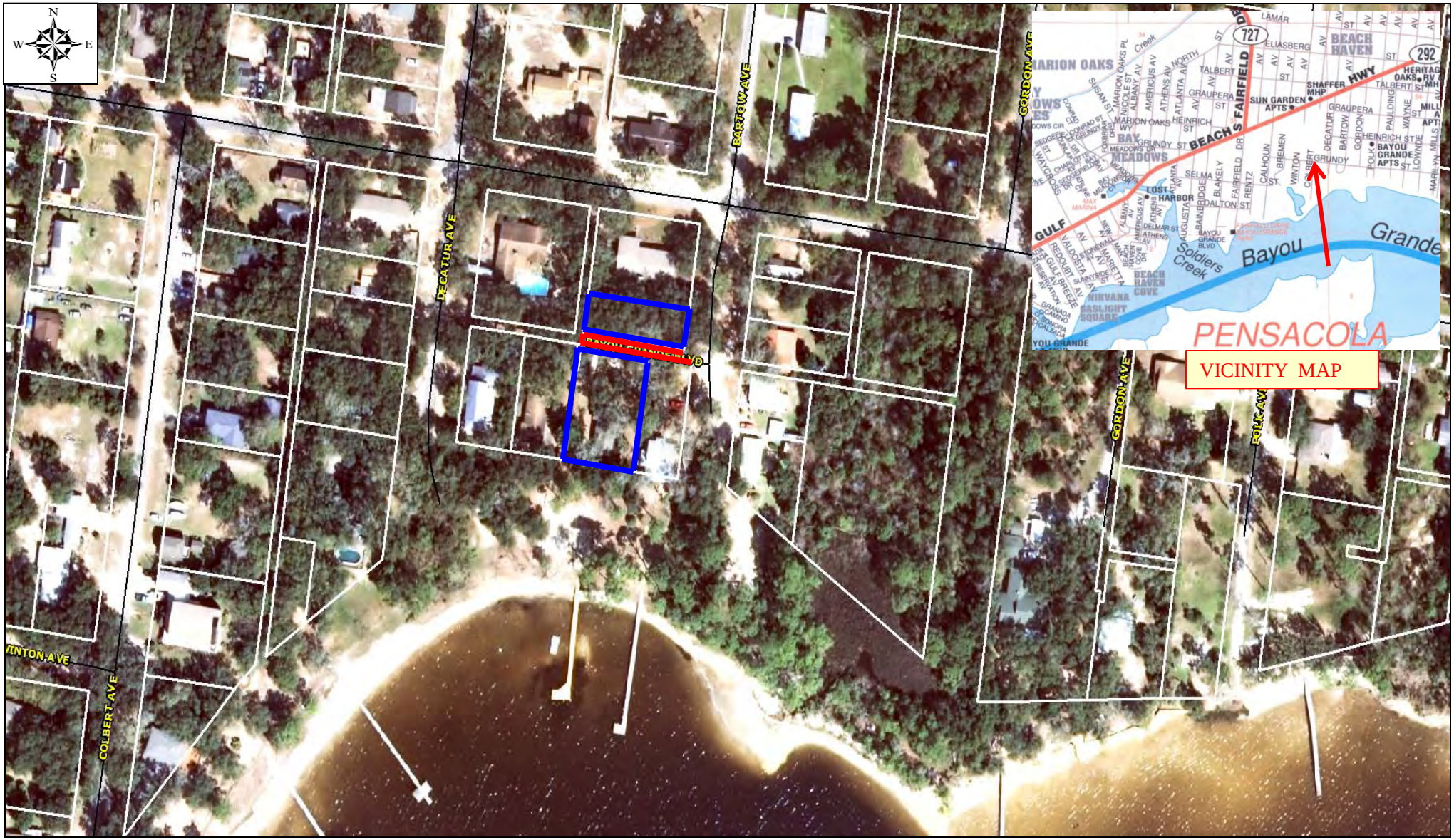
Filed Sept 1st 1906
A. M. McMillan
Clerk Circuit Court

Reproduction of Map record in
DEED BOOK 46 AT PAGE 51
Clerk Circuit Court
Date March 15, 1963

Scale

Exhibit "A"

PETITION TO VACATE ALLEYWAY / BLOCK 102, BEACH HAVEN S/D
Petitioner: Michael Majewski



Petitioner's Property / Block 102, Beach Haven Subdivision

Portion of 12' Wide Alleyway Requested to be Vacated

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 03/28/14 DISTRICT 2

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6150 **Public Hearings** **10.**

BCC Regular Meeting

Meeting Date: 06/26/2014

Issue: Ordinance amending various sections of Chapter 10, Article I of Escambia County Code of Ordinances

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22, and repealing Section 10-12 of the Escambia County Code of Ordinances, relating to animal control.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22, and repealing Section 10-12, of the Escambia County Code of Ordinances, relating to animal control.

BACKGROUND:

As proposed, Section 10-7 relating to the issuance of citations would be amended to clarify the procedure the Clerk's Office will follow in the event that a person cited with a violation fails to pay the civil penalty; Section 10-11 relating to animal control would be amended to clarify the requirements relating to animals roaming at large; Section 10-16 relating to animal cruelty would be amended to clarify the requirements related to tethering; Section 10-22 relating to territorial jurisdiction would be amended to clarify the application of the Code; Section 10-12 relating to Direct Control would be repealed in it's entirely.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin 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.

Attachments

Animal Control Ordinance

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 10, ARTICLE 1, SECTIONS 10-7, 10-11, 10-16, AND 10-22 AND REPEALING VOLUME I, CHAPTER 10, ARTICLE 1, SECTION 10-12 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; AMENDING SECTION 10-7 RELATING TO CITATIONS; AMENDING SECTION 10-11 TO MODIFY DIRECT CONTROL; AMENDING SECTION 10-16 TO CLARIFY TETHERING REQUIREMENTS; AMENDING SECTION 10-22 TO EXPAND JURISDICTION; REPEALING SECTION 10-12 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DIRECT CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare by providing protection for, regulation and control of animals in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to better ensure the health, safety and welfare of the public by providing protection for, regulation and control of animals in the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments modifying the provisions pertaining to animal control serve an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22 of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 10-7. Citations.

(a) *Format.* A citation and notice to appear shall be in the form prescribed by the board of county commissioners and when issued, shall constitute notice that an officer has probable cause to believe an infraction of this chapter has been committed and that the cause will be heard in the county court in and for the county. Exclusive jurisdiction and authority shall be in the county court to dispose of or make adjudication based upon a citation once it has been issued. A citation shall include the following:

(1) The date and time of issuance.
(2) The name and address of the person.

(3) The date and time the civil infraction was committed.
(4) The facts constituting probable cause.
(5) The ordinance violated.
(6) The name and authority of the officer.
(7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required by subsection (c) of this section.
(8) The applicable civil penalty if the person elects to contest the citation.
(9) The applicable civil penalty if the person elects not to contest the citation.
(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, then he shall be deemed to have waived his right to contest the citation and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
(11) A conspicuous statement that if the person is required to appear in court as mandated by subsection (c) of this section, he does not have the option of paying a fine in lieu of appearing in court.

(b) *Issuance.* For violation of any of the provisions of this chapter, the animal control officer shall have the discretion to either issue a warning with no civil penalty, issue a citation for a fine in the amount specified in the animal control fee resolution as approved by the board of county commissioners, or a notice to appear in court as required by this section. Any person cited for violation of this chapter under this section shall be deemed to be charged with a civil infraction and cited to appear in court. Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if such person wishes to contest the charge, or if mandated to appear in court as required by this subsection (c) of this section.

(c) *Mandatory court appearance.* Court appearance shall be mandatory for violations of this chapter involving the unprovoked biting, attacking or wounding of a domestic animal or human being; the destruction or loss of personal property; second or subsequent violations of animal cruelty laws; and/or third or subsequent violations of this chapter to a person or persons within the same household. In the event mandatory court appearance is required, the citation must clearly inform the person of such mandatory appearance, and records shall be maintained by animal control regarding such cases. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

(d) *Payment of civil penalty.* Any person cited with a violation of this section may pay the civil penalty within ten days of the date of receiving the citation. If the person cited follows the above procedure, he shall be deemed to have admitted the civil infraction and to have waived his right to a trial on the issue of commission of the violation.

(1) If a person fails to pay the civil penalty within ten days of receipt of the citation, ~~the clerk of the court shall issue a notice to appear~~ the person cited will be required to appear in court to contest the citation. An additional amount shall be assessed as a late fee for each penalty paid after the initial ten-day period in accordance with the fee resolution as established by the board of county commissioners.

(2) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by subsection (c) of this section, the court may issue an order to show cause upon the request of the governing body of the county or municipality. This order shall require such persons to appear before the court to explain why actions on the citation have not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person shall be held in contempt of court.

(e) *Liability for penalty.* In the event an animal is impounded for violation of this chapter and the owner of the animal abandons the animal to the animal control department, permanent custody of the animal shall be relinquished to the animal control authority for appropriate disposition and the owner shall remain liable for the civil penalties and any other actions imposed for violation of this chapter.

(f) *Refusal to sign or accept citation.* Any person refusing to sign and accept a citation shall be in violation of this chapter, and shall be punished as provided for in section 10-23.

Sec. 10-11. Animal control.

(a) *Generally* Animals are prohibited from roaming ~~freely~~ at large on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section. All animals when not on the premises of the owner or the premises of another who consents thereto shall be under the direct control of a person competent to control such animal at all times or, otherwise, shall be considered an animal nuisance and may be seized, restrained, impounded, and disposed of as provided by this chapter.

(b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.

(1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.

(2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

(3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.

(c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:

(1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.

(2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.

(3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.

(4) The transportation of animals by airlines at the airport in the county.

(5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.

(d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.

(e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are declared to be an animal nuisance:

(1) Molests passersby or passing vehicles.

(2) Attacks other animals.

(3) Trespasses on school grounds.

(4) Is repeatedly at large.

(5) Damages private or public property.

(6) Defecates or urinates upon the property of others.

(7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five minutes or more except that caused by intentional human provocation.

(8) Has a communicable or contagious disease that is untreated or does not respond to treatment.

(9) Causes or emits an offensive odor which can be detected off the property of its owner.

(10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.

(11) Unreasonably interferes with a person's use and enjoyment of his property.

Any person who keeps, harbors, or maintains an animal nuisance, as defined above, shall be guilty of a civil infraction and punishable as provided in section 10-23.

(f) *Removal of canine waste and requirement for possession of device for removal in the county.*

(1) It shall be the duty of each person who is in the company of or responsible for a dog on areas other than the property of such person to remove any feces left by his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.

(2) It shall further be the duty of any person while in direct control of a dog to have in his possession a plastic bag or "pooper scooper" or other such device sufficient for his use in the removal of canine waste.

(3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23

(4) This section may be enforced by the county sheriff or county animal control officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that violators of county ordinances may be served with a notice to appear, shall be applicable to violations of this section. Failure of a person receiving a notice to appear to comply with the requirements on the notice shall be deemed a separate violation of this chapter for which a warrant for the violator's arrest may be issued.

(g) *Animal enclosures.*

(1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog or cat, over four months of age, unless the dog or cat has been vaccinated. Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of Fla., ch. 93-13(1993)).

(2) Animal control shall be permitted to inspect any animal enclosure, animal records, and all animals and the premises where such animals are kept at any reasonable time during normal business hours where the officer has probable cause to believe a violation of this chapter exists to ensure compliance with all provisions of this chapter.

Sec. 10-16. Cruelty to Animals.

(a) It shall be unlawful for any owner or person to be cruel to an animal by cruelly beating, torturing, mutilating, failing to provide food, drink or shelter, ventilation, exercise, necessary veterinary care or to abandon.

(b) It shall be unlawful for any owner or person in possession of an animal or who has charge or custody of an animal to suffer injury or malnutrition or to abandon any animal in a street, road, or public place without providing for the care, sustenance, protection and shelter of such animal, or to impound or confine any animal in a place or enclosure without supplying such animal with a sufficient quantity of good and wholesome food and water and air, during such period of confinement, or to abandon any animal that is maimed, sick, infirmed, or diseased. In addition, the provisions of F.S. § 828.13 are hereby adopted and such prohibitions as contained therein are incorporated by reference.

(c) It shall be unlawful for any person who shall have knowledge that an animal was struck by a vehicle under the person's control, to fail to render first aid to such animal by taking it to a veterinarian or by notifying either the owner, the animal control division, or the police or the sheriff.

(d) It shall be unlawful for any person to transport any dog or other animal in a motor vehicle on any public street, when such animal is not fully enclosed within the vehicle or confined in a container, cage or like enclosure, or temporarily secured in a manner that will prevent the animal from falling or jumping from the vehicle.

(e) It shall be unlawful for any owner or person in possession of an animal and who confines the animal outdoors on private property to tie, chain or otherwise tether an animal that is under the age of six months.

(f) It shall be unlawful for any owner or person in possession of an animal and who confines the animal outdoors on private property to tie, chain or otherwise tether an animal that is over the age of six months except when the following conditions are met:

(1) The animal is in the visual range of the responsible party or the responsible party is located outdoors with the animal;
(2) The tether shall:
  a. Be a minimum of ten feet in length or at least five times the length of the animal;
  b. Terminate at both ends with a swivel; and
  c. Not weigh more than 1/16 of the animal's weight; and
  d. Be fastened on one end to an overhead pulley/running line;
(3) ~~An~~ The overhead pulley/running line shall:
  a. Be at least 15 feet in length; and
  b. Be no less than five feet above the ground; and
  c. Be secured on each end to a fixed location;
(4) The tether must be fastened on one end to a properly fitting body harness or buckle-type collar made of nylon or leather;
(5) The tether shall be free from entanglement or other obstructions at all times;
(6) The animal shall have access to potable water, shelter and dry ground at all times;
(7) An animal shall not be tethered while sick, injured or in distress;
(8) An animal shall not be tethered outside during a period of extreme weather, including, but not limited to, tornadoes, tropical storms, or hurricanes; and
(9) Multiple animals must be tethered separately.

(g) Any person cruel to an animal as provided in this section shall be in violation of this chapter and punished as provided in section 10-23.

Sec. 10-22. Operative in ~~unincorporated~~ all areas; agreements with municipalities.

Unless a municipality has adopted an ordinance governing the same subject matter that is in direct conflict with the provisions provided herein, this chapter shall apply to and be enforced in all ~~unincorporated~~ areas of the county, including all unincorporated and incorporated areas; provided, however, that the board may enter into an agreement with any or all of the several municipalities in the county to provide for the employment of any personnel and for the use of any facilities provided for in this chapter; provided that no agreement made by the board shall be operative and effective unless the municipality which is or is to be a party to the agreement has duly adopted and enacted the provisions of this chapter. Any municipality may adopt and enforce additional regulations governing animal control within the boundaries of such municipality; provided, that any such municipal regulations shall not conflict with the provisions of this chapter, and provided that the personnel necessary for the costs of enforcement of such additional municipal regulations shall be borne by the municipality.

Section 2. **Repealer**. Volume 1, Chapter 10, Article I, Section 10-12 of the Escambia County Code of Ordinances relating to *Direct Control* is hereby repealed in its entirety and reserved for future use.

Section 3. **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 4. **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.

Section 5. **Effective Date.**

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

DONE AND ENACTED THIS ___ DAY OF_____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6291 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 06/26/2014

Issue: 5:34 p.m. Public Hearing for Consideration of the Escambia County Area Transit New Seasonal Route for the Big Lagoon Connector

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of the Escambia County Area Transit new seasonal route for the Big Lagoon Connector.

Recommendation: That the Board take the following action concerning the Escambia County Area Transit new seasonal route for the Big Lagoon Connector:

A. Amend the Board's action of June 3, 2014, concerning the Escambia County Area Transit Seasonal Route for the Perdido Key Area, to replace all references to the "Perdido Key Area" with "Big Lagoon Connector";

B. Conduct the Public Hearing for the purpose of receiving comments from the general public regarding the proposed seasonal route called the Big Lagoon Connector; and

C. Approve, or amend and approve, after receiving comments at the Public Hearing, the recommended new seasonal route for the Big Lagoon Connector.

[Funding: Fund 104, "Mass Transit," Cost Center 320401, Object Code 53404, "Fixed Route Bus Costs"]

BACKGROUND:

Escambia County Area Transit (ECAT) is required through the Federal Transit Administration 49 CFR Part 29 to advertise any proposed route changes. ECAT would like to begin providing a new seasonal service called the Big Lagoon Connector.

The new route will require approximately $55,000 this year.

The Big Lagoon Connector will include stops at the Perdido Welcome Center, Beach Access Points 1-3, the NAS Naval Museum, shopping areas at Sorrento Road and Blue Angel Parkway, the Perdido Key Snorkel Reef, and multiple local business areas.

If approved, the seasonal services would commence on July 1, 2014, and end on September 1, 2014. In future years, the services will run concurrent with the Pensacola Beach Trolley service,

beginning at the end of May and ending the first week of September. The proposed route will be provided seven days a week, from 11:00 a.m. to 7:00 p.m.

BUDGETARY IMPACT:

Funds will be available in Fund 104 “Mass Transit", Cost Center 320401/Object Code 53404 “Fixed Route Bus Costs”.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

If funding for the route is approved, ECAT will need to hire two additional bus operators.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once the route has been approved, ECAT will coordinate and implement.

Attachments

Board Action

Route Map

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action concerning the Escambia County Area Transit Seasonal Route for the Perdido Key Area:

   A. Approve the funding for the proposed seasonal route in the Perdido Key Area; and

   B. Authorize the scheduling of a Public Hearing for June 26, 2014, at 5:34 p.m., for the purpose of receiving public comments concerning the new seasonal route for the Perdido Key Area.

   Approved 5-0

2. Recommendation: That the Board consider the request from the White Sands Music Festival for $5,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 White Sands Music Festival, to be held from June 12-14, 2014, at the Escambia County Equestrian Center, and approve a Purchase Order for this purpose.

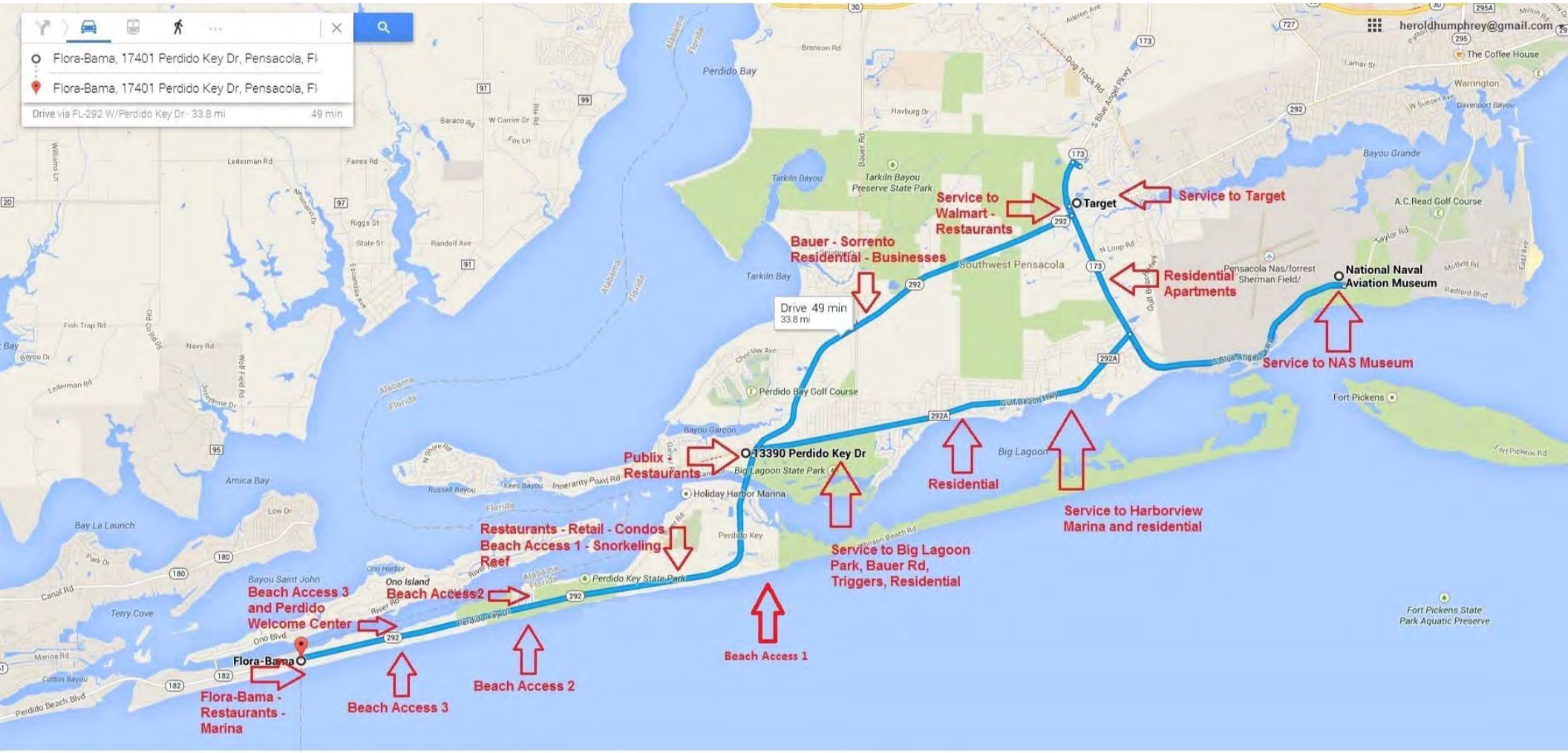
   Approved 5-0

3. Recommendation: That the Board take the following action concerning an appointment to the West Florida Public Library Board of Governance to fill the remaining term of Rodney Kendig, effective June 3, 2014, to February 29, 2016:

   A. Appoint Alexa Canady-Davis; or

   B. Appoint Lynne C. Tobin.

   Approved 5-0 to appoint Lynne C. Tobin


Flora-Bama, 17401 Perdido Key Dr, Pensacola, Fl
Flora-Bama, 17401 Perdido Key Dr, Pensacola, Fl
Drive via FL-292 W/Perdido Key Dr - 33.8 mi
49 min
heroldhumphrey@gmail.com
Drive 49 min
33.8 mi
Target
13390 Perdido Key Dr
Flora-Bama
National Naval Aviation Museum
Service to Walmart - Restaurants
Service to Target
Bauer - Sorrento Residential - Businesses
Residential Apartments
Service to NAS Museum
Publix Restaurants
Residential
Service to Harborview Marina and residential
Restaurants - Retail - Condos, Beach Access 1 - Snorkeling Reef
Service to Big Lagoon Park, Bauer Rd, Triggers, Residential
Beach Access 3 and Perdido Welcome Center
Beach Access2
Beach Access 1
Beach Access 2
Beach Access 3
Flora-Bama - Restaurants - Marina

AI-6346 **12.**
BCC Regular Meeting
Meeting Date: 06/26/2014
Issue: Committee of the Whole Recommendation
From: Doris Harris, Deputy Clerk to the Board

Recommendation:
Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W) recommends that the Board join the lawsuit *(being filed by FAC [Florida Association of Counties] against DJJ [Department of Juvenile Justice] concerning the DJJ's proposed rules [pertaining to juvenile secure detention cost-share])* (C/W Add-on Item #1).

AI-6342 **Clerk & Comptroller's Report** **13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 06/26/2014
Issue: April 2014 TDT Returns Collected in May 2014
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for April 2014 Returns Received in May 2014

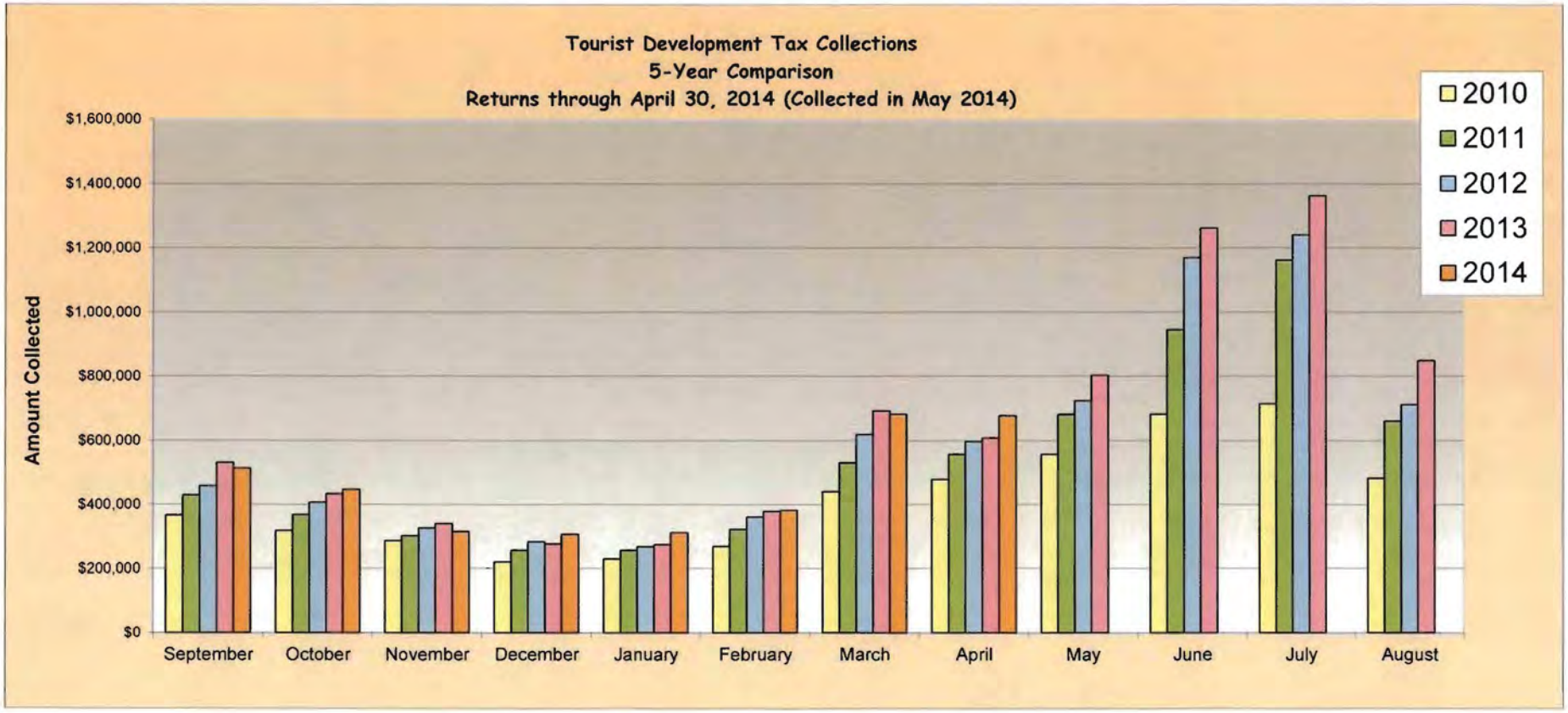
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2014 returns received in the month of May 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2014; total collections for the April 2014 returns was $675,457.95; this is an 11.20% increase over the April 2013 returns; total collections year to date are 2.85% more than the comparable time frame in Fiscal Year 2013.

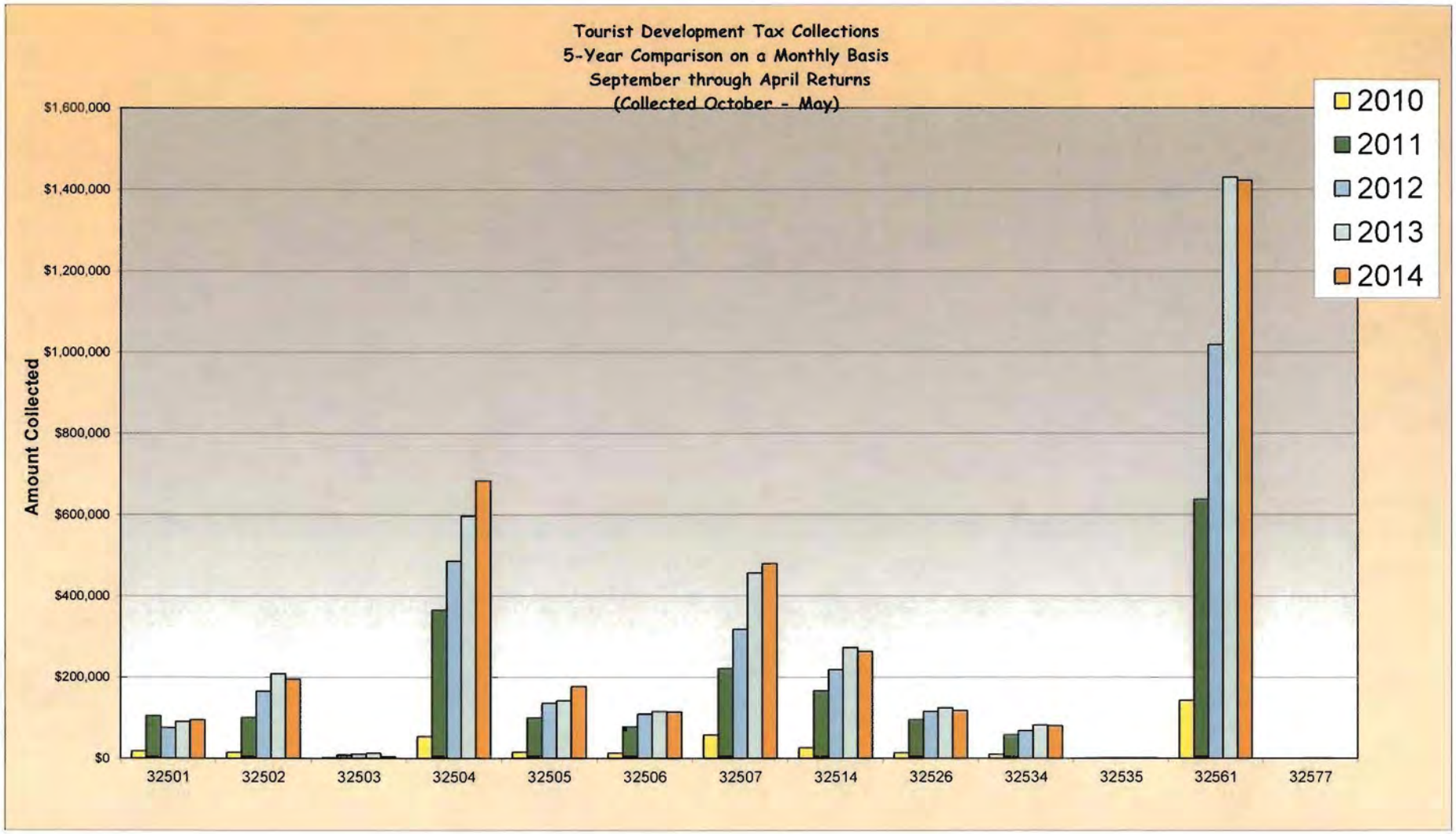
Attachments

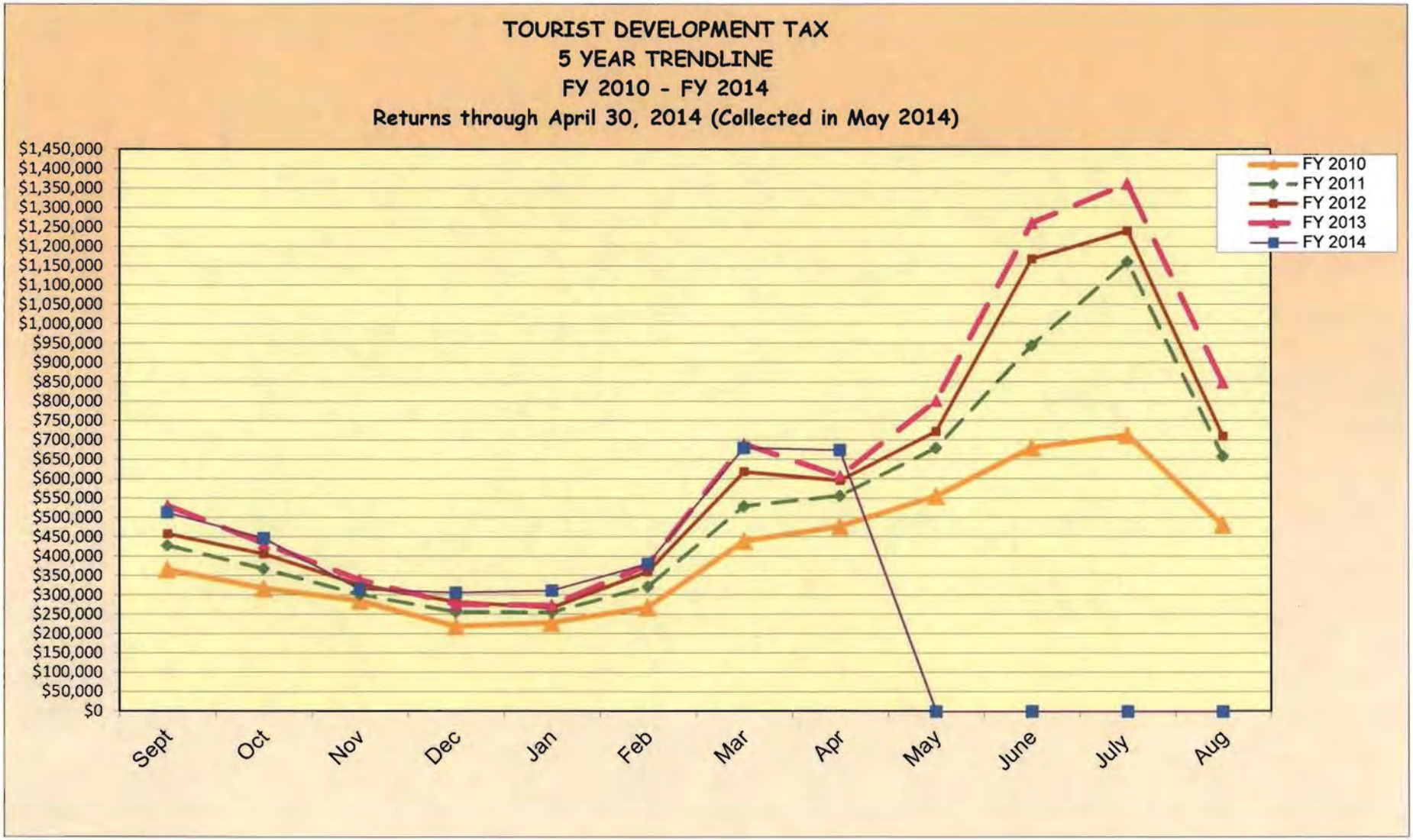
April TDT Returns collected in May

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MAY 2014

Zip Code	Fiscal Year 2014 YTD Collected	Fiscal Year 2013 YTD Collected	Difference	% Change
32501	94,770	90,423	4,347	5%
32502	194,870	208,206	(13,336)	-6%
32503	4,239	12,703	(8,464)	-67%
32504	683,875	596,761	87,114	15%
32505	177,184	141,979	35,205	25%
32506	114,454	115,395	(941)	-1%
32507	479,350	456,770	22,580	5%
32514	262,791	272,025	(9,234)	-3%
32526	117,263	124,091	(6,828)	-6%
32534	80,005	82,086	(2,081)	-3%
32535	1,162	1,005	157	16%
32561	1,422,905	1,430,570	(7,665)	-1%
32562	-	-	-	0%
32577	-	86	(86)	0%
Total	**$ 3,632,868**	**$ 3,532,100**	**$ 100,768**	**3%**


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2014 (Collected in May 2014)
Amount Collected
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2010
2011
2012
2013
2014


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through April Returns
(Collected October - May)
Amount Collected
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577
2010
2011
2012
2013
2014


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2010 - FY 2014
Returns through April 30, 2014 (Collected in May 2014)
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
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$650,000
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$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2010
FY 2011
FY 2012
FY 2013
FY 2014

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF MAY 31, 2014

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	14,209	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,336	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,512	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
05/14	13,278	2%	36,691	5%	1,601	0%	112,153	17%	34,546	5%
Total	$ 94,770	3%	$ 194,870	5%	$ 4,239	0%	$ 683,875	19%	$ 177,184	5%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	81,374	16%	34,895	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,174	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,652	7%	13,183	4%	8,083	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,526	14%	29,970	8%	13,106	3%	9,134	2%
04/14	19,467	3%	96,984	14%	41,558	6%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,817	3%	12,711	2%
Total	$ 114,454	3%	$ 479,350	13%	$ 262,791	7%	$ 117,263	3%	$ 80,005	2%

	Zip Code									
	32536		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,478	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,838	100%
03/14	73	0%	118,478	31%	-	0%	-	0%	381,359	100%
04/14	230	0%	278,608	41%	-	0%	-	0%	681,011	100%
05/14	162	0%	296,404	44%	-	0%	-	0%	675,458	100%
Total	$ 1,162	0%	$ 1,422,905	39%	$ -	0%	$ -	0%	3,632,868	100%

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
Total	$ 90,423	3%	$ 208,206	6%	$ 12,703	0%	$ 596,761	17%	$ 141,979	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
Total	$ 115,395	3%	$ 456,770	13%	$ 272,025	8%	$ 124,091	4%	$ 82,086	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,605	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	-	0%	-	0%	607,405	100%
Total	$ 1,005	0%	$ 1,430,570	41%	$ -	0%	$ 86	0%	$ 3,532,100	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The 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
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
JAN	DEC	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300
FEB	JAN	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879
MAR	FEB	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019
APR	MAR	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758
MAY	APR	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593
TOTAL		$1,831,797	$2,025,418	$1,898,412	$1,952,464	$1,891,273	$1,955,040	$2,266,325	$2,487,645	$2,649,075	$2,724,651

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	$80,772	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403
NOV	OCT	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761
DEC	NOV	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869
JAN	DEC	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767
FEB	JAN	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960
MAR	FEB	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340
APR	MAR	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253
MAY	APR	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864
	TOTAL	$605,790	$670,944	$632,804	$650,821	$630,424	$651,680	$755,442	$829,215	$883,025	$908,217

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-6349 **Clerk & Comptroller's Report** **13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 06/26/2014
Issue: May 2014 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the May 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2014, as required by Ordinance Number 95-13; on May 31, 2014, the portfolio market value was $235,252,511 and portfolio earnings totaled $95,638 for the month and $1,361,236 year-to-date; the short-term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.11%; the long-term CORE portfolio achieved a total return of 0.38%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.35%.

Attachments

May 2014 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

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

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

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

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value April 30, 2014	Market Value May 31, 2014
Bank Accounts	$ 21,360,889	$ 28,636,693
Money Market Accounts	54,888,637	44,899,391
State Board of Administration	40,188,452	25,193,631
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	347,392	20,480,917
U.S. Treasury Bond/Notes	51,646,512	51,783,268
Federal Agency Bond/Note	32,516,065	32,657,798
Municipal Bonds	2,563,437	2,559,544
Corporate Notes	19,017,122	19,041,270
Total Portfolio Assets:	$ 232,528,506	$ 235,252,511
Current Month Earnings:	**$ 87,238**	**$ 95,638**
Fiscal Year to Date Earnings:	**$ 1,385,375**	**$ 1,465,327**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	April 30, 2014	May 31, 2014
Market Value	**$ 126,437,979**	**$ 108,729,715**
Month End Yield		
Short Term Portfolio Yield:	**0.18%**	**0.17%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.09%	0.11%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	**2 Days**	**2 Days**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	47 Days	47 Days
Fiscal YTD Earnings:	**$ 102,144**	**$ 104,091**

LONG TERM CORE PORTFOLIO:	April 30, 2014	May 31, 2014
Market Value	**$ 106,090,527**	**$ 126,522,796**
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	**0.85%**	**0.87%**
CORE Portfolio Yield to Maturity at Market:	**0.80%**	**0.71%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.39%	0.35%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.76%	0.68%
Monthly Total Return Performance		
CORE Portfolio	**0.25%**	**0.38%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.13%	0.17%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.25%	0.35%
Effective Duration (Years)		
CORE Portfolio	**2.44**	**2.39**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.84	1.83
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64	2.62
Fiscal YTD Earnings:	**$ 1,283,231**	**$ 1,361,236**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
May 31, 2014

SHORT TERM INVESTMENT PORTFOLIO:

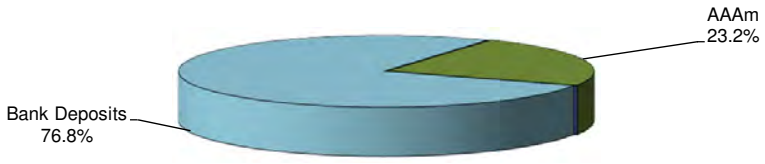
Month End Yield	
Short Term Portfolio Yield:	**0.17%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	**0.11%**

Earnings		
Current Month Earnings:	**$**	**17,632**
Year-to-Date Earnings:	**$**	**104,091**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 28,636,693	26.3%
Money Market Accounts	44,899,391	41.3%
Certificates of Deposit	10,000,000	9.2%
State Board of Administration	25,193,631	23.2%
Total Short Term Portfolio Assets:	**$ 108,729,715**	**100.0%**

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

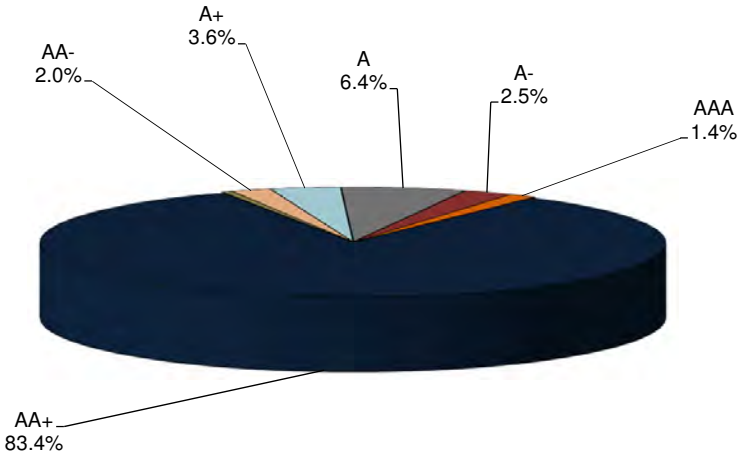
Month End Yield	
CORE Portfolio Yield to Maturity at Cost:	**0.87%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	**0.35%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	**0.68%**

Earnings		
Current Month Earnings:	**$**	**72,731**
Year-to-Date Earnings:	**$**	**1,361,236**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 51,783,268	40.9%
Federal Agency Bond / Note	32,657,798	25.8%
Municipal Obligations	2,559,544	2.0%
Corporate Note	19,041,270	15.0%
Money Market Mutual Fund - Federated Government	20,480,917	16.2%
Total Long Term Core Portfolio Assets:	**$ 126,522,796**	**100.0%**

Long Term Core Portfolio Credit Quality



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

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	25,193,631	10.7%	25%	Yes
United States Treasury Securities		51,783,268	22.0%	100%	Yes
Federal Instrumentalities		32,657,798	13.9%	100%	Yes
Certificates of Deposit		10,000,000	4.3%	20%	Yes
Savings Accounts		44,899,391	19.1%	100%	Yes
Corporate Notes		19,041,270	8.1%	20%	Yes
State and/or Local Government Debt		2,559,544	1.1%	25%	Yes
Bank Accounts - Bank of America		28,636,693	12.2%	100%	Yes
Money Market Mutual Fund		20,480,917	8.7%	50%	Yes
Total Investment Holdings	**$**	**235,252,511**	**100.0%**		

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	25,193,631	10.7%	25%	Yes
United States Treasury Securities		51,783,268	22.0%	100%	Yes
Federal Home Loan Bank (FHLB)		5,281,480	2.2%	25%	Yes
Federal National Mortgage Association (FNMA)		20,908,592	8.9%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)		6,467,727	2.7%	25%	Yes
Branch Banking and Trust Money Market Account		4,792,344	2.0%	10%	Yes
Hancock Bank Money Market Account		10,007,399	4.3%	10%	Yes
Summit Bank Money Market Account		10,008,881	4.3%	10%	Yes
Servisfirst Money Market Account		20,090,767	8.5%	10%	Yes
Centennial Bank Certificate of Deposit		10,000,000	4.3%	10%	Yes
American Honda Finance		908,488	0.4%	5%	Yes
Anheuser-Busch Corporate Notes		2,007,812	0.9%	5%	Yes
Apple Inc. Corporate Notes		730,166	0.3%	5%	Yes
Bank of New York Mellon Corporate Notes		752,258	0.3%	5%	Yes
Caterpillar Corporate Notes		701,586	0.3%	5%	Yes
Coca-Cola Company		580,857	0.2%	5%	Yes
General Electric Corporate Notes		3,287,621	1.4%	5%	Yes
JP Morgan Chase Corporate Notes		3,017,967	1.3%	5%	Yes
McDonald's Corporate Notes		1,105,652	0.5%	5%	Yes
Pepsi Co.		2,679,782	1.1%	5%	Yes
Toyota Corporate Notes		1,106,661	0.5%	5%	Yes
Wells Fargo &Company Corporate Notes		2,162,421	0.9%	5%	Yes
Michigan State Municipal Bond		1,047,634	0.4%	10%	Yes
Calleguas Water District, CA REV Bond		1,511,910	0.6%	10%	Yes
Money Market Mutual Fund - Institutional Government		20,480,917	8.7%	25%	Yes
Bank Accounts - Bank of America		28,636,693	12.2%	100%	Yes
Total Investment Holdings	**$**	**235,252,511**	**100.0%**		

AI-6345 **Clerk & Comptroller's Report** **13. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 06/26/2014
Issue: Disposition of Records
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 565, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 495 through 498), for the period June 10, 2013, through September 5, 2013, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

Records Disposition Doc 565

RECORDS DISPOSITION DOCUMENT

NO. 565

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

HEATHER MAHONEY
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☒ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Signature	Name and Title	Date
	PAM CHILDERS *Escambia County Florida Clerk of the Circuit Court and Comptroller*	

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 495 THROUGH 498)	PERMANENT. ORIGINALS MICROFILMED. THESE ARE NOW DUPLICATE COPIES.	6/10/2013 – 9/5/2013	4.5	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness

AI-6285 **Clerk & Comptroller's Report** **13. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 06/26/2014
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 June 3, 2014;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 3, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 12, 2014. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

Attachments

20140603 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 3, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 11:37 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Gene M. Valentino, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Larry Newsom, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Recording Specialist, Clerk & Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 15, 2014, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter and County Attorney Rogers reviewed the agenda cover sheet;

   B. 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, Thomas "Tom" Turner, Amy Lovoy, Larry Newsom, Colby Brown, Gordon Pike, County Attorney Rogers, Patrick Johnson, and Joy Blackmon reviewed the County Administrator's Report; and

   E. County Attorney Rogers reviewed the County Attorney's Report.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6276 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/26/2014
Issue: 5:45 p.m. - A Public Hearing - Minimum Lot Size and Distance Standards for Stables
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. Recommendation Concerning the Review of an LDC Ordinance Amending Article 6 - Minimum Lot Size and Distance Standards for Stables

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Article 6, amending the Conditional Use standards for minimum lot size and distance standards for stables to provide for consistency.

This hearing serves as the second of two required public hearings before the BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4)(b).

At the May 6, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The intent of this Ordinance is to remove the 100,000 square foot lot size requirement for stables as a conditional use and adopt the two acre requirement found everywhere else in the LDC. In addition, this Ordinance will provide for the same distance from dwelling standards found elsewhere in the LDC.

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 Ryan E. Ross, 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 amendment to the LDC 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

Ordinance - Draft

Ordinance - Clean

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Acreage for Stables (Conditional Use)

Date: 03/04/2014

Date requested back by: 04/10/2014

Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney

Date Received: 4/3/2014

x Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Approved the attached Draft 1B.

ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6 "ZONING DISTRICTS", SECTION 6.05.05.C.6 BY CHANGING THE MINIMUM LOT SIZE AND DISTANCE STANDARDS REQUIRED FOR STABLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners authorizes landowners and occupants to build and maintain horse stables on a lot of at least two acres in size in certain zoning districts; and

WHEREAS, the Land Development Code imposes different minimum lot sizes for horse stables in other designated zoning districts; and

WHEREAS, the Board of County Commissioners finds that adopting a standardized minimum lot size for horse stables in all designated zoning districts eliminates inconsistency and promotes the efficient regulation of land use, and therefore serves the public interest.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "Zoning Districts," Section 6.05.05, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.05.C.

6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size ~~100,000 square feet.~~ 2 acres. Stables may not be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit. Horses may be housed or kept in any stable authorized by this Code.

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.

<u>Section 3.</u> 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 re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

<u>Section 4.</u> Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6 "ZONING DISTRICTS", SECTION 6.05.05.C.6 BY CHANGING THE MINIMUM LOT SIZE AND DISTANCE STANDARDS REQUIRED FOR STABLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners authorizes landowners and occupants to build and maintain horse stables on a lot of at least two acres in size in certain zoning districts; and

WHEREAS, the Land Development Code imposes different minimum lot sizes for horse stables in other designated zoning districts; and

WHEREAS, the Board of County Commissioners finds that adopting a standardized minimum lot size for horse stables in all designated zoning districts eliminates inconsistency and promotes the efficient regulation of land use, and therefore serves the public interest.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "Zoning Districts," Section 6.05.05, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.05.C.

6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size ~~100,000 square feet.~~ 2 acres. Stables may not be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit. Horses may be housed or kept in any stable authorized by this Code.

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.

Section 3. 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 re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6299 **Growth Management Report** **13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/26/2014
Issue: 5:46 P.M. - A Public Hearing - Large Scale Map Amendment - LSA-2014-03
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Transmittal of Comprehensive Plan Map Amendment, LSA 2014-03, to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation, to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S).

At the June 3, 2014, Planning Board Meeting, the Board recommended approving transmittal of the Map Amendment to DEO.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

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 Ryan E. Ross, 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 amendment to the FLU map 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

Ordinance - Draft
Ordinance - Clean
Application Packet
LSA Staff Analysis
Maps
PB 6-3-14 Speaker Request Forms

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF TWO PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 3100-001-001 AND 3100-003-001, TOTALING 117 ACRES, LOCATED OFF 9600 BLOCK OF WEST NINE MILE ROAD FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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:

DRAFT

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-03."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Two Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers 3100-001-001 and 3100-003-001 totaling 117 acres, located in the 9600 block of West Nine Mile Road, as more particularly described by Rebol-Battle & Associates, Civil Engineering and Surveying Services, in the boundary survey dated April 29, 2014, attached as Exhibit A, from Rural Community (RC) to Mixed-Use Suburban (MU-S) .

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. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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.

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

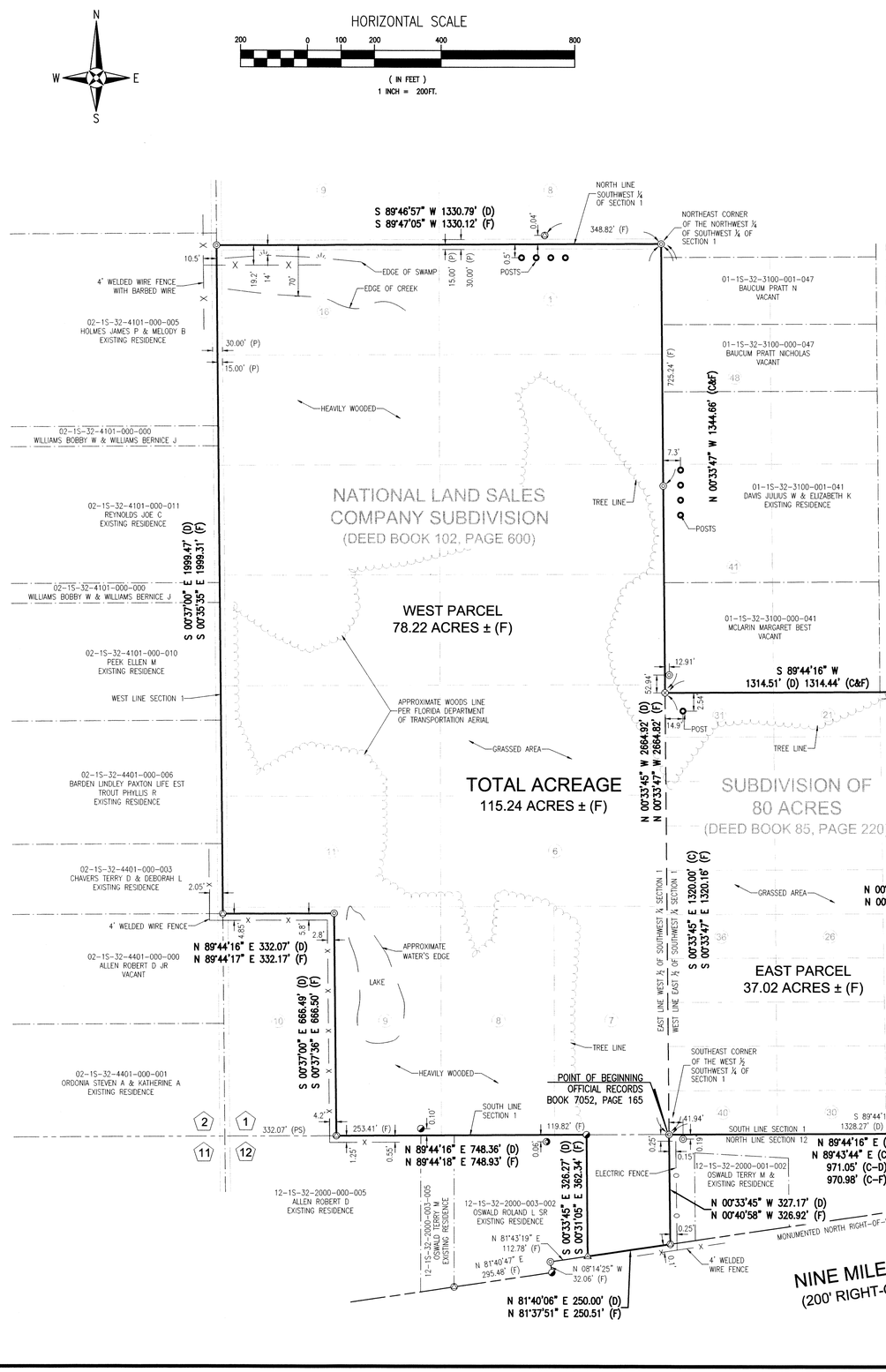
ENACTED:

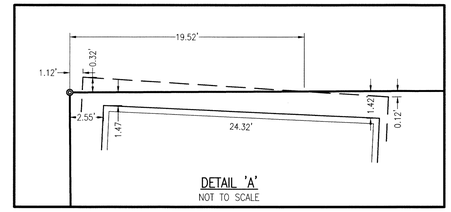
FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

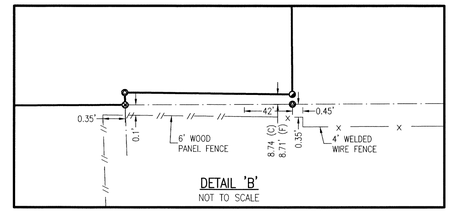
DRAFT

Attachment A





DETAIL 'A'
NOT TO SCALE



DETAIL 'B'
NOT TO SCALE

LEGEND:

- SET ½" CAPPED IRON ROD No.7916
- FOUND ½" IRON ROD (UNNUMBERED)
- FOUND ¾" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.1292
- FOUND 1¼" IRON PIPE
- FOUND ¾" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.3578
- FOUND 60d NAIL AND CAP
- DENOTES POST
- DENOTES ELECTRIC FENCE
- DENOTES WOOD PANEL FENCE
- DENOTES WELDED WIRE FENCE
- DENOTES TREE LINE
- (C) DENOTES CALCULATED PER DEED
- (D) DENOTES DEED INFORMATION
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)

COMMENCING AT A ¾" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 12, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. ¼ OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. ¼ OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1,314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ OF SAID SECTION; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT A ¾" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ECAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ FOR A DISTANCE OF 1320.00 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)

COMMENCING AT A ¾" IRON PIPE AT THE S.E. CORNER OF THE S.W. ¼ OF SECTION 1, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST ½ OF THE S.W. ¼ OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST ½ FOR 2664.92' TO AN IRON PIPE AT THE N.E. CORNER OF THE N.W. ¼ OF SAID S.W. ¼; THENCE S 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. ¼ FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1, THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL – 41.3 ACRES +/-) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
5. VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
6. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/29/2014

BY: MARK A. NORRIS — DATE
FLORIDA REGISTRATION No. 6211

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9400 Fax 850.438.9448
EB 0000697 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OSWALD & McNAUGHTON PARCELS
A PORTION OF
SECTION: 1, 12 TOWNSHIP: 1 SOUTH RANGE: 32 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2014.064
DRAWN BY: CBD
CHK'D BY: MAN
SCALE: 1" = 200'
F.B.: 14-03
PG.: 51-55
DATE: 4-29-2014

BOUNDARY SURVEY

PREPARED FOR: OLSON LAND PARTNERS
REQUESTED BY: ERICA FLOYD GCE

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2014\2014.064 GCE 117 AC SUBDIVISION\SURVEY\BOUNDARY SURVEY.DWG

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF TWO PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 3100-001-001 AND 3100-003-001, TOTALING 117 ACRES, LOCATED OFF 9600 BLOCK OF WEST NINE MILE ROAD FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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 and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-03."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Two Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers 3100-001-001 and 3100-003-001 totaling 117 acres, located in the 9600 block of West Nine Mile Road, as more particularly described by Rebol-Battle & Associates, Civil Engineering and Surveying Services, in the boundary survey dated April 29, 2014, attached as Exhibit A, from Rural Community (RC) to Mixed-Use Suburban (MU-S) .

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. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

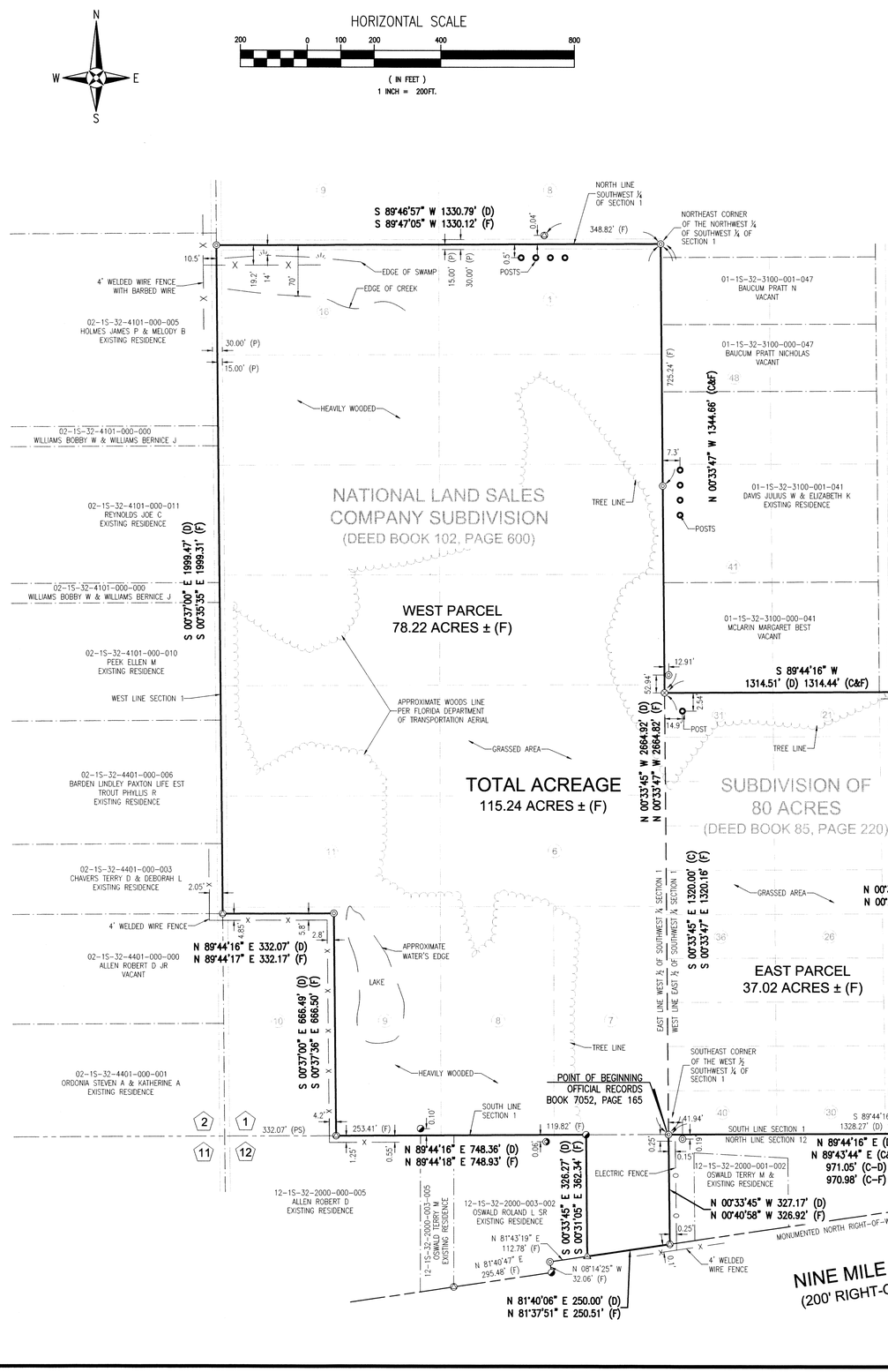
(SEAL)

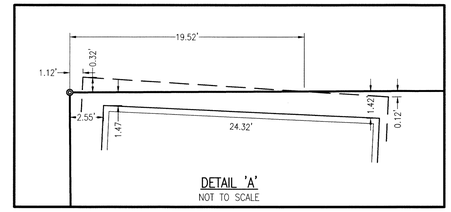
ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

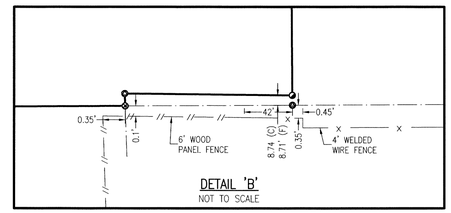
EFFECTIVE DATE:

Attachment A





DETAIL 'A'
NOT TO SCALE



DETAIL 'B'
NOT TO SCALE

LEGEND:

- SET ½" CAPPED IRON ROD No.7916
- FOUND ½" IRON ROD (UNNUMBERED)
- FOUND ¾" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.1292
- FOUND 1¼" IRON PIPE
- FOUND ¾" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.3578
- FOUND 60d NAIL AND CAP
- DENOTES POST
- DENOTES ELECTRIC FENCE
- DENOTES WOOD PANEL FENCE
- DENOTES WELDED WIRE FENCE
- DENOTES TREE LINE
- (C) DENOTES CALCULATED PER DEED
- (D) DENOTES DEED INFORMATION
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)

COMMENCING AT A ¾" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 12, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. ¼ OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. ¼ OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1,314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ OF SAID SECTION; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT A ¾" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ECAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ FOR A DISTANCE OF 1320.00 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)

COMMENCING AT A ¾" IRON PIPE AT THE S.E. CORNER OF THE S.W. ¼ OF SECTION 1, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST ½ OF THE S.W. ¼ OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST ½ FOR 2664.92' TO AN IRON PIPE AT THE N.E. CORNER OF THE N.W. ¼ OF SAID S.W. ¼; THENCE S 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. ¼ FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1, THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL – 41.3 ACRES +/-) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
5. VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
6. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/29/2014

BY: MARK A. NORRIS — DATE
FLORIDA REGISTRATION No. 6211

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9400 Fax 850.438.9448
EB 0000697 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OSWALD & McNAUGHTON PARCELS

A PORTION OF
SECTION: 1, 12 TOWNSHIP: 1 SOUTH RANGE: 32 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2014.064
DRAWN BY: CBD
CHK'D BY: MAN
SCALE: 1" = 200'
F.B.: 14-03
PG.: 51-55
DATE: 4-29-2014

BOUNDARY SURVEY

PREPARED FOR: OLSON LAND PARTNERS
REQUESTED BY: ERICA FLOYD GCE

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P:\2014\2014.064 GCE 117 AC SUBDIVISION\SURVEY\BOUNDARY SURVEY.DWG

LSA 2014-03

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT X

Current FLU: RC **Desired FLU:** MU-S **Zoning:** R-3 **Taken by:** _____

Planning Board Public Hearing, date(s): June 3, 2014

BCC Public Hearing, proposed date(s): July 10, 2014

Fees Paid _____ **Receipt #** _____ **Date:**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Rick Olson (Olson Land Partners, LLC)

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip Code: 32541

Telephone: (850) 830-7425

Email: rick@olsonlandpartners.com

DESCRIPTION OF PROPERTY:

Street address: 9600 W. Nine Mile Road, Pensacola, FL 32526

Subdivision:

Property reference number: Section 01 Township 1S Range 32W

Parcel 3100 Lot #1: 001 #2: 003 Block 001

Size of Property (acres) #1: 76 acres #2: 41 acres

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Rick Olson (Olson Land Partners, LLC) 04-18-14
Signature (Property Owner) Printed Name Date

Erica Floyd, P.E. (Gulf Civil Engineering, LLC) 04-18-14
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip: 32541

Telephone (850) 830-7425 Fax # ( ) _____ - _____

Email: rick@olsonlandpartners.com

STATE OF Florida
COUNTY OF Okaloosa

The forgoing instrument was acknowledged before me this 18th day of April, year of 2014 by, Rick Olson who (X) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____as identification.

Megan R Magrath 04-18-14 Megan R. Magrath
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 03/07/2017 Commission No. EE 870865
(Notary seal must be affixed)

Notary Public State of Florida
Megan R Magrath
My Commission EE 870865
Expires 03/07/2017

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9600 W. Nine Mile Road, Pensacola, Florida, Property Reference Number(s) 01-1S-32-3100-001-001 & 01-1S-32-3100-003-001, I hereby designate Erica Floyd, P.E., for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 18th day of April, the year of 2014, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

	04-18-14	Rick Olson, Olson Land Partners, LLC
Signature of Property Owner	Date	Printed Name of Property Owner
Erica Floyd	04-18-14	Erica Floyd, P.E., Gulf Civil Engineering, LLC
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 18th day of April, year of 2014, by Rick Olson who (X) did ( ) did not take an oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Megan Magrath	04-18-14	Megan Magrath
Signature of Notary Public	Date	Printed Name of Notary Public

Commission Number EE870865 My Commission Expires 03/07/2017

(Notary seal must be affixed)

Notary Public State of Florida
Megan R Magrath
My Commission EE 870865
Expires 03/07/2017

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:
Residential Subdivision at 9600 W. Nine Mile Road

Property reference #: Section 01 Township 1S Range 32W

Parcel # #1: 01-1S-32-3100-001-001
#2: 01-1S-32-3100-003-001

Project Address:
9600 W. Nine Mile Road, Pensacola, FL 32526

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

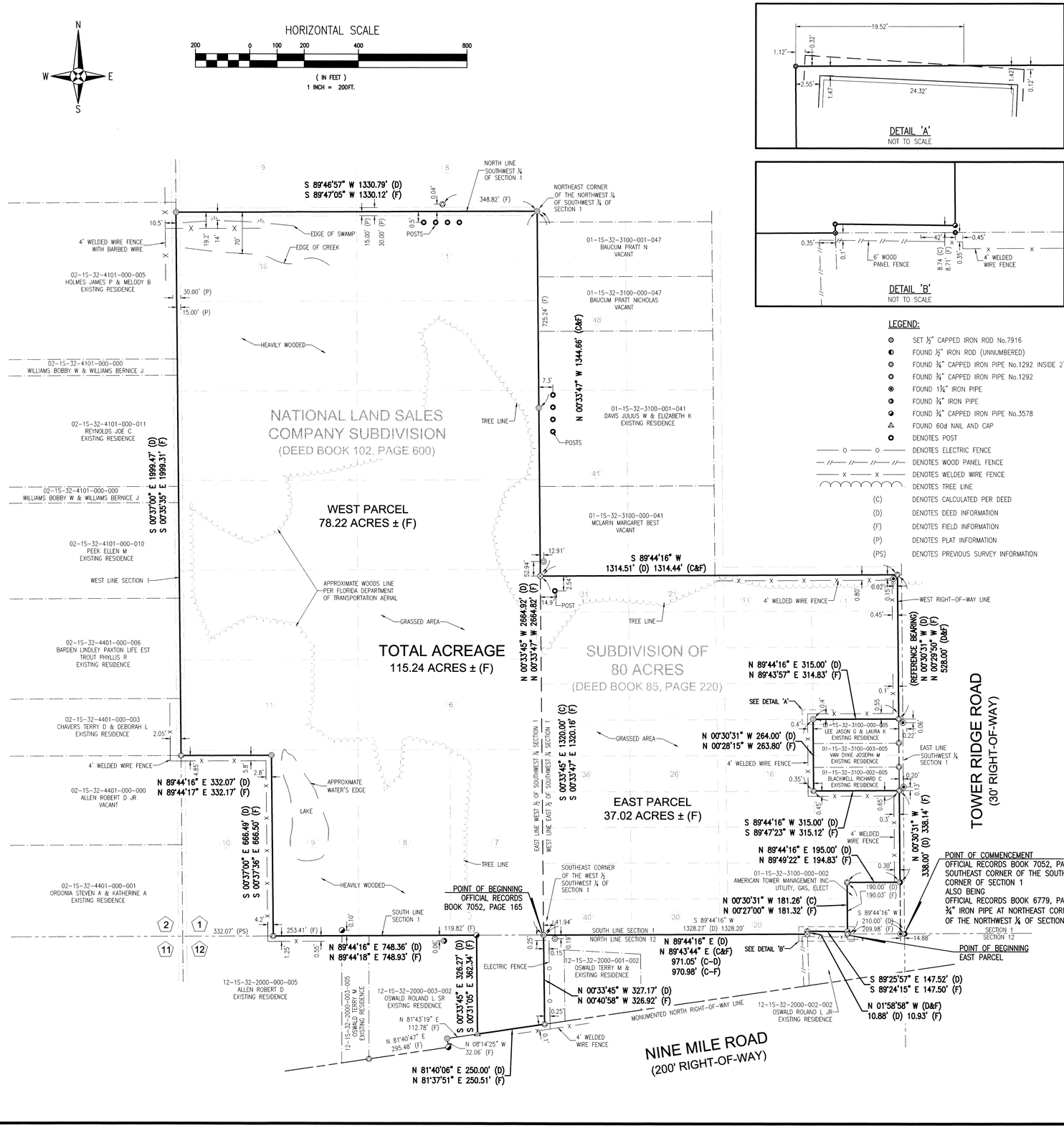
(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

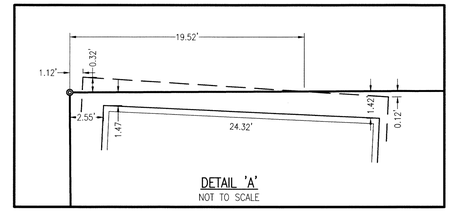
(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18th **DAY OF** April **, 20** 14

Rick Olson, Olson Land Partners, LLC
Owner's signature **Owner's name (print)**

Erica Floyd, P.E., Gulf Civil Engineering, LLC
Agent's signature **Agent's name (print)**





DETAIL 'A'
NOT TO SCALE

DETAIL 'B'
NOT TO SCALE

LEGEND:

- SET ½" CAPPED IRON ROD No.7916
- FOUND ½" IRON ROD (UNNUMBERED)
- FOUND ¾" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.1292
- FOUND 1¼" IRON PIPE
- FOUND ¾" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.3578
- FOUND 60d NAIL AND CAP
- DENOTES POST
- DENOTES ELECTRIC FENCE
- DENOTES WOOD PANEL FENCE
- DENOTES WELDED WIRE FENCE
- DENOTES TREE LINE
- (C) DENOTES CALCULATED PER DEED
- (D) DENOTES DEED INFORMATION
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)

COMMENCING AT A ¾" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 12, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. ¼ OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. ¼ OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1,314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ OF SAID SECTION; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT A ¾" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ECAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ FOR A DISTANCE OF 1320.00 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)

COMMENCING AT A ¾" IRON PIPE AT THE S.E. CORNER OF THE S.W. ¼ OF SECTION 1, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST ½ OF THE S.W. ¼ OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST ½ FOR 2664.92' TO AN IRON PIPE AT THE N.E. CORNER OF THE N.W. ¼ OF SAID S.W. ¼; THENCE S 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. ¼ FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1, THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL – 41.3 ACRES +/–) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
5. VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
6. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/29/2014

BY: MARK A. NORRIS — DATE
FLORIDA REGISTRATION No. 6211

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9400 Fax 850.438.9448
EB 0000697 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OSWALD & McNAUGHTON PARCELS

A PORTION OF
SECTION: 1, 12 TOWNSHIP: 1 SOUTH RANGE: 32 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2014.064
DRAWN BY: CBD
CHK'D BY: MAN
SCALE: 1" = 200'
F.B.: 14-03
PG.: 51-55
DATE: 4-29-2014

BOUNDARY SURVEY

PREPARED FOR: OLSON LAND PARTNERS
REQUESTED BY: ERICA FLOYD GCE

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2014\2014.064 GCE 117 AC SUBDIVISION\SURVEY\BOUNDARY SURVEY.DWG

Instrument #2011014485, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $0.70

10.00
35.50
.70
3.00
39.20

Without benefit of title examination
this instrument prepared by:
William V. Linne, Esquire
127 Palafox Place - Suite 100
P.O. Box 12347
Pensacola, FL 32591-2347

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **TERRY M. OSWALD**, a married woman, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **TERRY M. OSWALD and ROLAND L. OSWALD, SR., as Trustees under the Revocable Living Trust Agreement of Terry M. Oswald, dated April 11, 1997**, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, their successors and assigns, forever, the real property located in Escambia County, Florida, described as follows:

SEE EXHIBIT "A"

The above-described property is not the constitutional homestead of the Grantor.

The above property is subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

In the event of the resignation, death or inability of either Terry M. Oswald or Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as sole Trustee. In the event of the resignation, death or inability of Terry M. Oswald and Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then **REBECCA O. CICCARELLI** shall serve as successor Trustee. In the event of the resignation, death or inability of Rebecca O. Ciccarelli to manage the affairs of the Trust (as determined by two qualified physicians), then **SHARRON O. DeWEESE** shall serve as successor Trustee. In the event of the resignation, death or inability of Sharron W. DeWeese, to manage the affairs of the Trust (as determined by two qualified physicians), then **ROLAND L. OSWALD, JR.** shall serve as successor Trustee.

For so long as Terry M. Oswald or Roland L. Oswald are serving as Trustees, either of them may execute documents on behalf of both Trustees.

Said Trustees are vested with full rights of ownership over said real property, or the interest therein with full power and authority to deal in and with said real property, and the interest therein or any part thereof. Said Trustees are hereby conferred, pursuant to the requirements of Florida Statute Section 689.071, with the full power and authority to either protect, conserve, and to sell, or to lease, or to encumber, or otherwise manage and dispose of said real property, described above.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining. To have and to hold the same unto the Grantees named, their successors and assigns forever.

Said Grantor does fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 1st day of March, 2011.

Heather Eberhart
Print Name of 1st Witness: Heather L Eberhart

Terry M. Oswald
TERRY M. OSWALD

Shirley F. Linne
Print Name of 2nd Witness: Shirley F. Linne

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2011, by TERRY M. OSWALD, who is:

☑ personally known to me
☐ produced _____ as identification.

SHIRLEY F. LINNE NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires April 10, 2014 No. DD 955020

NOTARY PUBLIC Shirley F. Linne
Typed Name: Shirley F. Linne
Commission Expires: April 10, 2014
Commission No.: DD 955020

clients\oswald\deed-esc.-mrs. oswald trust

Recorded in Public Records 07/29/2013 at 11:35 AM OR Book 7052 Page 165, Instrument #2013055752, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
DANIEL M. HUNTER, ESQUIRE, of
Hunter & Marchman, P.A.
1360 Palmetto Avenue
Post Office Box 340
Winter Park, Florida 32790

WARRANTY DEED

THIS INDENTURE, made this 22 day of July 2013 between CAROL ANN MCNAUGHTON, an unremarried widow, Grantor, and CAROL ANN MCNAUGHTON or her successors, as Trustee of the CAROL ANN MCNAUGHTON REVOCABLE TRUST dated July 2, 2013, whose post office address is 4520 Ironstone Circle, Orlando, FL 32812, of the County of Orange, State of Florida, Grantee (Grantor and Grantee being used for singular or plural, as context requires),

WITNESSETH: That said Grantor, for and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS**, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Commencing at a ¾" iron pipe at the S.E. corner of the S.W. ¼ of Section 1, T-1-S, R-32-W., Escambia County, Florida; thence S. 89°44' 16" W. along the South line of said section for 1328.27' to an iron pipe on the east line of the West ½ of the S.W. ¼ of said Section 1 and Point of Beginning; thence N. 00°33'45" W. along said East line of the West ½ for 2664.92' to an iron pipe at the N.E. corner of the N.W. ¼ of said S.W. ¼; thence S 89°46'57" W. along the North line of said S.W. ¼ for 1330.79' to an iron pipe on the West line of said Section 1, thence S. 00°37'00" E. along said West section line for 1999.47' to an iron pipe; thence N. 89°44'16"E. for 332.07' to an iron pipe; thence S.00°37'00" E. for 666.49' to an iron pipe on the south line of said Section 1; thence N. 89°44'16" E. along said South section line for 748.36'; thence S. 00°33'45" E. for 362.27' to the North R/W line of Nine Mile Road (200'R/W); thence N. 81°40'06" E. along said North R/W line of 250.00'; thence N. 00°33'45" W. for 327.17' to the Point of Beginning.

All lying and being in Sections 1 and 12, T-1-S, R-32-W., Escambia County, Florida.

Less public roadways and right-of-ways of record.

Property Appraiser's Parcel I.D. No: a portion of 01-1S-32-3100-001-001

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

The Trustee is granted the power and authority to protect, conserve and to sell the property and further authority to lease, encumber or otherwise to manage and dispose of the real property as provided for by Fla. Statute 689.071.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part thereof is conveyed, contracted to be sold, leased, or mortgaged by trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of trustee, or obliged or privileged to inquire into any of the terms of the trust agreement. Every deed, trust deed, mortgage, lease or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the trust agreement or in the amendments thereof, and binding on all beneficiaries, (c) that trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his, or their predecessor in trust.

Notwithstanding anything hereinabove contained to the contrary, Grantor reserves the right to occupy the hereinabove described real property as homestead until Grantor's death or until the termination of this trust, whichever shall first occur. The Terms of this Trust provide for the present possessory right of possession of any Homestead property in compliance with F.S. 196.031(1) which would entitle said real property to Homestead Exemption status if all of the requirements are met.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails, and proceeds thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Susan Tucker
Witness
Printed name SUSAN TUCKER

Witness
Printed name KENNETH R. MARCHMAN

Carol Ann McNaughton
CAROL ANN MCNAUGHTON, Grantor
4520 Ironstone Circle, Orlando, FL 32812

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared CAROL ANN MCNAUGHTON, who is personally known to me or who have produced _____, as identification, and who did take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of July 2013.

Susan D Tucker
NOTARY PUBLIC

SUSAN D. TUCKER
MY COMMISSION # FF 000383
EXPIRES: May 23, 2017
Bonded Thru Notary Public Underwriters

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Carol A. McNaughton ("Seller")
and Olson Land Partners, LLC ("Buyer")
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 9600 BLK of Mobile Hwy, Pensacola, FL
Legal Description: Lengthy, see attached

including all improvements and the following additional property: _____

PRICE AND FINANCING

2. PURCHASE PRICE: $[redacted] payable by **Buyer** in U.S. funds as follows:

(a) $[redacted] Deposit received (checks are subject to clearance) on March 11, 2014 by _____ (*Signature*) for delivery to TBD (*Name of Company*) ("Escrow Agent")
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) $_____ Additional deposit to be delivered to Escrow Agent by _____, _____ or _____ days from Effective Date (10 days if left blank).

(c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) $_____ Other: _____

(e) $[redacted] Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph **8(c)** of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. CASH/FINANCING: (Check as applicable) ☒ **(a) Buyer** will pay cash for the Property with no financing contingency.
☐ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

☐ **(2) Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____

interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on May 20 2014 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☒ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ **(2) Seller** will provide an abstract as specified in Paragraph **8(a)(2)** as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

Buyer (N) (_____) (_____) and **Seller** (CAM) (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

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if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments [X] **Buyer** [ ] **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is $300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check (1) or (2) below)*

[X] **(1) Feasibility Study: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for development of single family 3/acre use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

[ ] **(2) No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer.** This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer.** Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as single family res homes: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller,** then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller,** within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller,** within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **14**. **Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **14** ; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

Buyer (CM) (____) and **Seller** (CAM) (____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

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ESCROW AGENT AND BROKER

15. ESCROW AGENT: **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises **Buyer** and **Seller** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Brian K. Olson	BK Olson LLC
Selling Sales Associate/License No. BK 6276626	*Selling Firm/Brokerage Fee: ($ or % of Purchase Price)* 2.5%
Edie Skillen	Legendary Sales, Inc
Listing Sales Associate/License No. SL3201391	*Listing Firm/Brokerage fee: ($ or % of Purchase Price)* 3.5%

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer (BK) (____) and **Seller** (CAM) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(**Check if applicable:** [X] **Buyer** received a written real property disclosure statement from **Seller** before making this Offer.)
Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a copy delivered to **Buyer** no later than 5:00 [ ] a.m. [X] p.m. on March 10, 2014, this offer will be revoked and **Buyer's** deposit refunded subject to clearance of funds.

COUNTER OFFER/ REJECTION

[ ] **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a copy of the acceptance to **Seller**. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counter is delivered. [ ] **Seller** rejects **Buyer's** offer.

Date: 3/9/14 **Buyer:** _____
Print name: Richard Olson

Date: _____ **Buyer:** _____
Phone: _____ Print name: _____
Fax: _____ Address: _____
E-mail: _____

Date: 3/10/2014 **Seller:** Carol A. McNaughton
Print name: Carol A. McNaughton

Date: _____ **Seller:** _____
Phone: _____ Print name: _____
Fax: _____ Address: _____
E-mail: _____

Effective Date: 3/10/2014 **(The date on which the last party signed or initialed and delivered the final offer or counteroffer.)**

Buyer (CM) (____) and **Seller** (CAM) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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Escambia County Property Appraiser
011S323100001001 - Full Legal Description

BEG AT NE COR OF NW1/4 OF SEC 12 BEING SE COR OF SW1/4 OF SEC 1 S 89 DEG 44 MIN 16 SEC W ALG N LI 210 FT FOR POB N 0 DEG 30 MIN 31 SEC W 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 0 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 528 FT S 89 DEG 44 MIN 16 SEC W 1314 51/100 FT N 0 DEG 33 MIN 45 SEC W ALG E LI OF W 1/2 OF SW1/4 TO NE COR OF NW1/4 OF SW1/4 N 89 DEG 46 MIN 57 SEC W ALG N LI 1330 79/100 FT TO W LI OF SEC S 0 DEG 37 MIN 0 SEC E ALG W LI 1999 47/100 FT N 89 DEG 44 MIN 16 SEC E 332 07/100 FT S 0 DEG 37 MIN 0 SEC E 666 49/100 FT TO N LI OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI 629 13/100 FT S 1 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1347 35/100 FT N 1 DEG 58 MIN 58 SEC W 199 90/100 FT S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 0 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB AND BEG AT NE COR OF NW1/4 OF SEC 12 S 89 DEG 44 MIN 16 SEC W ALG N LI 156 98/100 FT S 0 DEG 0 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W ALG R/W 882 FT TO E LI OF NW1/4 OF SEC 12 N 0 DEG 30 MIN 31 SEC W ALG E LI OF NW1/4 14 FT TO POB OR 6674 P 769 OR 6779 P 266 SEC 1/12 T 1S R 32 W ALSO ADJ VAC R/W OR 6893 P 1795 LESS BEG AT SE COR OF SW 1/4 OF SEC S 86 DEG 54 MIN 1 SEC E 570 79/100 FT TO NE COR OF 40 FT WIDE DRAINAGE EASEMENT FOR POB CONT S 86 DEG 54 MIN 1 SEC E 417 70/100 FT TO PT ON NON-TANG CURVE ON NLY R/W LI OF NINE MILE RD (SR #10 200 FT R/W) WLY ALG SD CURVE CONCAVED SLY HAVING RADIUS 11559 19/100 FT CENTRAL ANG 0 DEG 39 MIN 29 SEC (CHD BRG S 85 DEG 30 MIN 33 SEC W 132 73/100 FT) THROUGH & ARC 132 73/100 FT TO PT OF TANG S 85 DEG 10 MIN 48 SEC W ALG NLY R/W OF NINE MILE RD 288 89/100 FT TO E LI OF 40 FT DRAINAGE EASEMENT N 3 DEG 5 MIN 59 SEC E 57 34/100 FT TO POB LESS BEG NE COR OF NW 1/4 SEC 12 S 89 DEG 44 MIN 16 W ALG N LI OF SEC 12 210 FT FOR POB N 00 DEG 30 MIN 31 SEC W AND PARL TO E LI OF SW 1/4 OF SEC 1 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD (30 FT R/W) N 00 DEG 30 MIN 31 SEC W ALG W R/W LI 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 00 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 00 DEG 30 MIN 31 SEC W 528 FT S 89 DEG 44 MIN 16 SEC W ALG N LI OF PLAT RECORDED IN PLAT DB 85 P 220 1314 51/100 FT TO W LI OF E 1/2 OF SW 1/4 N 00 DEG 33 MIN 45 SEC E ALG W LI OF E 1/2 OF SW 1/4 1659 33/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 984 76/100 FT N 01 DEG 58 MIN 58 SEC W 199 90/100 FT TO A POINT BEING 10 89/100 FT N OF N LI OF SEC 12 S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 00 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB ALSO ADJ VAC R/W OR 6893 P 1795 SEC 1/12 T 1S R 32 W LESS BEG NW COR OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI OF SEC 1328 27/100 FT TO NE COR OF NW 1/4 OF NW 1/4 S 00 DEG 33 MIN 45 SEC E ALG E LI OF 1/4 327 18/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 76 FT FOR POB N 00 DEG 33 MIN 45 SEC W AND PARL TO E LI OF 1/4 262 FT S 86 DEG 58 MIN 55 SEC E 281 94/100 FT S 00 DEG 33 MIN 45 SEC E 206 FT NTO N R/W LI OF NINE MILE RD S 81 DEG 40 MIN 06 SEC W ALG N R/W LI 284 FT TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 1576 11/100 FT FOR POB CONT SAME COURSE 119 36/100 S 01 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 112 58/100 FT N 00 DEG 33 MIN 45 SEC W 362 27/100 FT TO N LI OF SEC TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 156 9/100 FT S 00 DEG 00 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W 882 FT TO E LI OF NW 1/4 N 00 DEG 30 MIN 31 SEC ALG E LI OF NW 1/4 14 FT TOP POB

3/10/2014 CAM

FUTURE LAND USE MAP (FLUM) AMENDMENT

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

4300 Legendary Drive, Suite 234

Destin, FL 32541

GCE Project No. 10901.02

Prepared by:

GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

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SUPPLEMENTAL DOCUMENTS

A. Project Location and Future Land Use Map

B. Emerald Coast Utilities Authority (ECUA) –
   Water and Sewer Availability Letter

C. Preliminary Traffic Concurrency Analysis
   (Source: Escambia County)

D. Escambia County Schools Level of Service Determination
   (Source: Escambia County School District)

E. Wetland Maps (Source: Bosso-Imhof Environmental Sciences, Inc.)

F. Historical & Archeological Data (Source: Florida Master Site File)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
PROPERTY OWNER:	Olson Land Partners, LLC (see enclosed "Contract for Sale") 4300 Legendary Drive, Suite 234 Destin, FL 32541
AUTHORIZED AGENT:	Erica Floyd, P.E. Gulf Civil Engineering, LLC 2940 Bayview Way Pensacola, FL 32503
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 9600 W. Nine Mile Road in central Escambia County at the intersection of Nine Mile Road and Mobile Highway. The site is approximately two (2) miles west of Beulah Road. The combined parcels include approximately 115 acres of property along the north side of Nine Mile Road. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of approximately 275 residential units which calculates to 2.4 dwelling units per acre (275 units ÷115 acres).

3. Compatibility Analysis

The property is currently designated Rural Community (RC). The desired FLUM Category is Mixed-Use Single Family Residential (MU-S). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties:

North: Rural Community (RC)
South: Rural Community (RC)
East: Mixed-Use Suburban (MU-S)
West: Rural Community (RC)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Rural Community (RC) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east are predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 275 residential units.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2015 & 2025) based on the maximum density calculated (180 dwelling units):

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. Although an existing ECUA collection system is not readily available to the site, connection to the sanitary sewer system can be achieved. An existing ECUA 8" sanitary force main is located approximately 1.5 miles east of the property near Allegheny Avenue (Keystone Subdivision). Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 275 dwelling units is approximately 86,625 gallons per day (90 gallons per capita day x 3.5 persons per unit x 275 units). The Emerald Coast Utilities Authority has indicated that

they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 5,775 pounds per day (6ppc/day x 275 units x 3.5 persons per unit). This value is estimated for a 275 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (8") is located along the north side of Nine Mile Road. Connection to this water service line would be proposed if designed, permitted and approved by ECUA.

The estimated potable water demand for the maximum development conditions of 275 dwelling units is approximately 96,250 gallons per day (100 gallons per capita day x 3.5 persons per unit x 180 units). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's

Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 250 feet of frontage along Nine Mile Road (State Road 10). Access to the site shall be provided with a proposed connection to Nine Mile Road. Preliminary discussions with the Florida Department of Transportation (FDOT) determined that future development shall require a deceleration lane and possible "left-directional" median cut at the site. Further review and analysis shall be required for permitting of the future connection to Nine Mile Road and/or any other roadway access connection proposed for the property.

Additional analysis and design shall be required to meet the Level of Service standards of the current roadway segments. All roadway improvements shall be permitted through FDOT and Escambia County prior to development. An "Initial Test for Traffic Concurrency", provided from the Escambia County Traffic Division, shows that the roadway segment meets the test for concurrency. A copy of this worksheet is included in the "Supplemental Documents" portion of this report.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development. Numerous parks and recreational facilities are located along State Road 10A (Mobile Highway) south of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development desires 275 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is in included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 115 acres. No known wellheads are located near the property. Conversations with

officials from both Escambia County and ECUA confirmed that no wellheads are in the project vicinity. According to officials, the closest known wellhead is over five (5) miles east of the property.

The majority of the site is currently used as grazing land. The western and northwestern portions of the site are heavily wooded and include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 18 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the western and northwestern portions of the property consists of wetland vegetation, magnolias, pines and brush. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

<u>OBJ CMS 1.3 Standards:</u> Establish concurrency management system requirements and LOS standards.

<u>Policy CMS 1.3.1: Consistency with Comprehensive Plan</u> - No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

RESPONSE: The applicant understands the approval of the FLUM Amendment shall require all future development of the subject property be designed to meet all Escambia County Planning, Zoning and Development Review requirements. Issuance of a Development Order or Subdivision/Site Plan Approval shall be contingent upon the design meeting the current Land Development Code standards and the provisions set forth in CMS 1.2.2 Allocation of Capacity.

<u>Policy CMS 1.3.2: Minimum Requirements</u> - At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

a. The necessary facilities and services are in place at the time a development permit is issued; or

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or

c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or

d. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or

f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.

g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.

RESPONSE: The proposed development is well within the service areas of the County and Utility infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.

<u>OBJ FLU 1.5</u>: Sustainable and Energy Efficient Development - Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.

<u>Policy FLU 1.5.4</u>: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

RESPONSE: The Future Land Use Change request for the property is Mixed-Use Suburban (MU-S). Most of the properties to the east (outside of those immediately adjacent to the property) are also designated MU-S; therefore, compact development is continuing to be promoted in this region. The requested density for the development is over two (2) units per acre thus meeting the minimum density requirement for MU-S.

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: The subject parcel is located in central Escambia County. As proven in the body of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management and aquifer protection.

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

CON 1.3.7: Wetland Development Provisions - Development in wetlands shall not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands shall be restricted to allow residential density use at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.

RESPONSE: The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

CON 1.3.8: Density Clustering - Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.

a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.
b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.

Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).

RESPONSE: As mentioned, the wetland areas on the site have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. This includes applying the appropriate wetland buffers as required by the County and State. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

CON 1.4.1: Wellhead Protection - Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE: The subject parcel is located approximately five (5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.

SUPPLEMENTAL DOCUMENTS

For

5325 Chumuckla Highway – Proposed Subdivision

Parcel ID: (APO) 05-1N-29-0000-00100-000

Pace, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

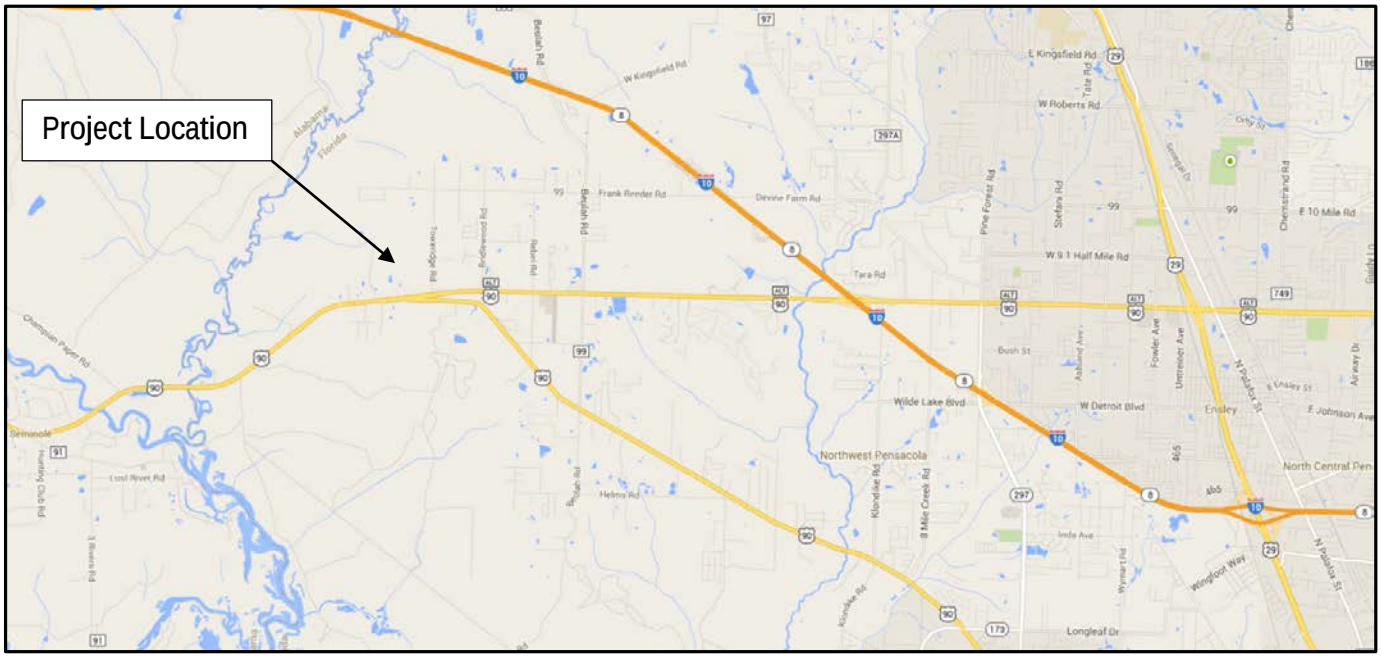
4300 Legendary Drive, Suite 234

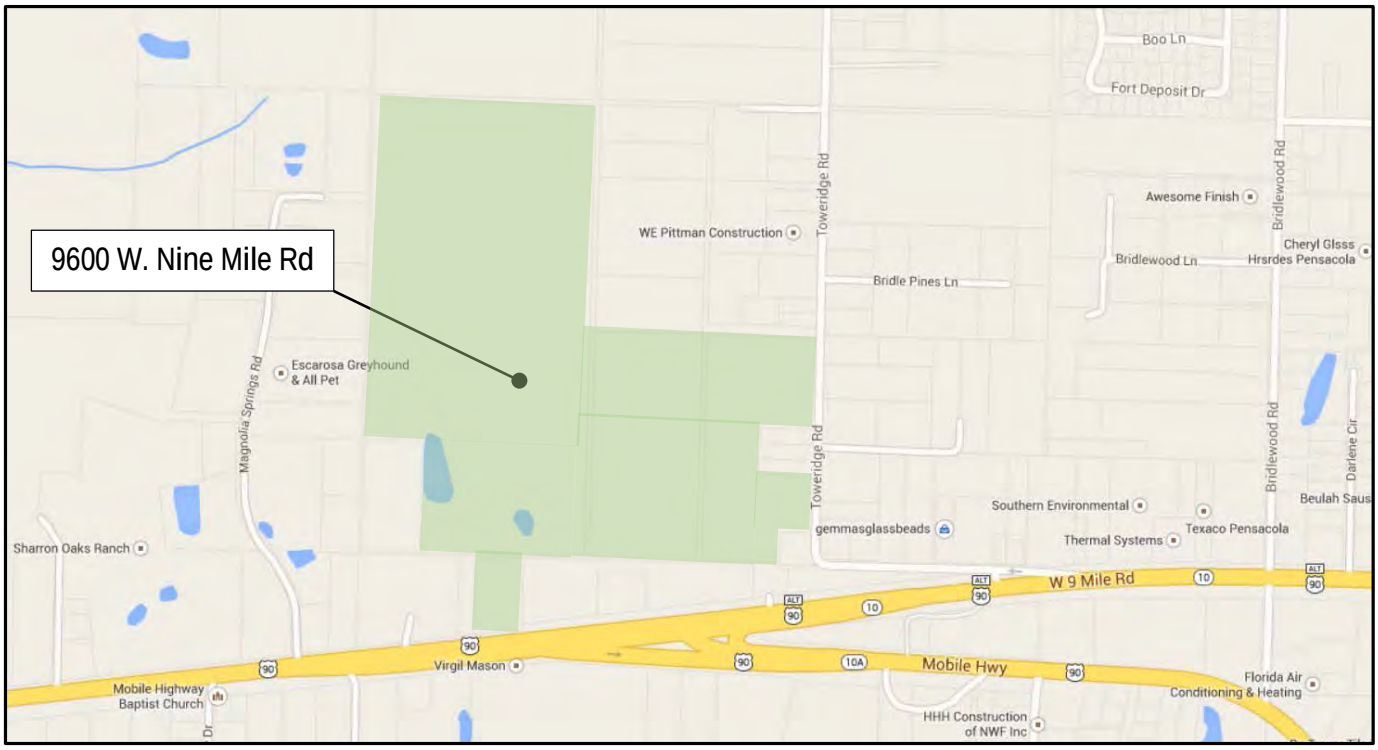
Destin, FL 32541

GCE Project No. 10902.02

SECTION “A”

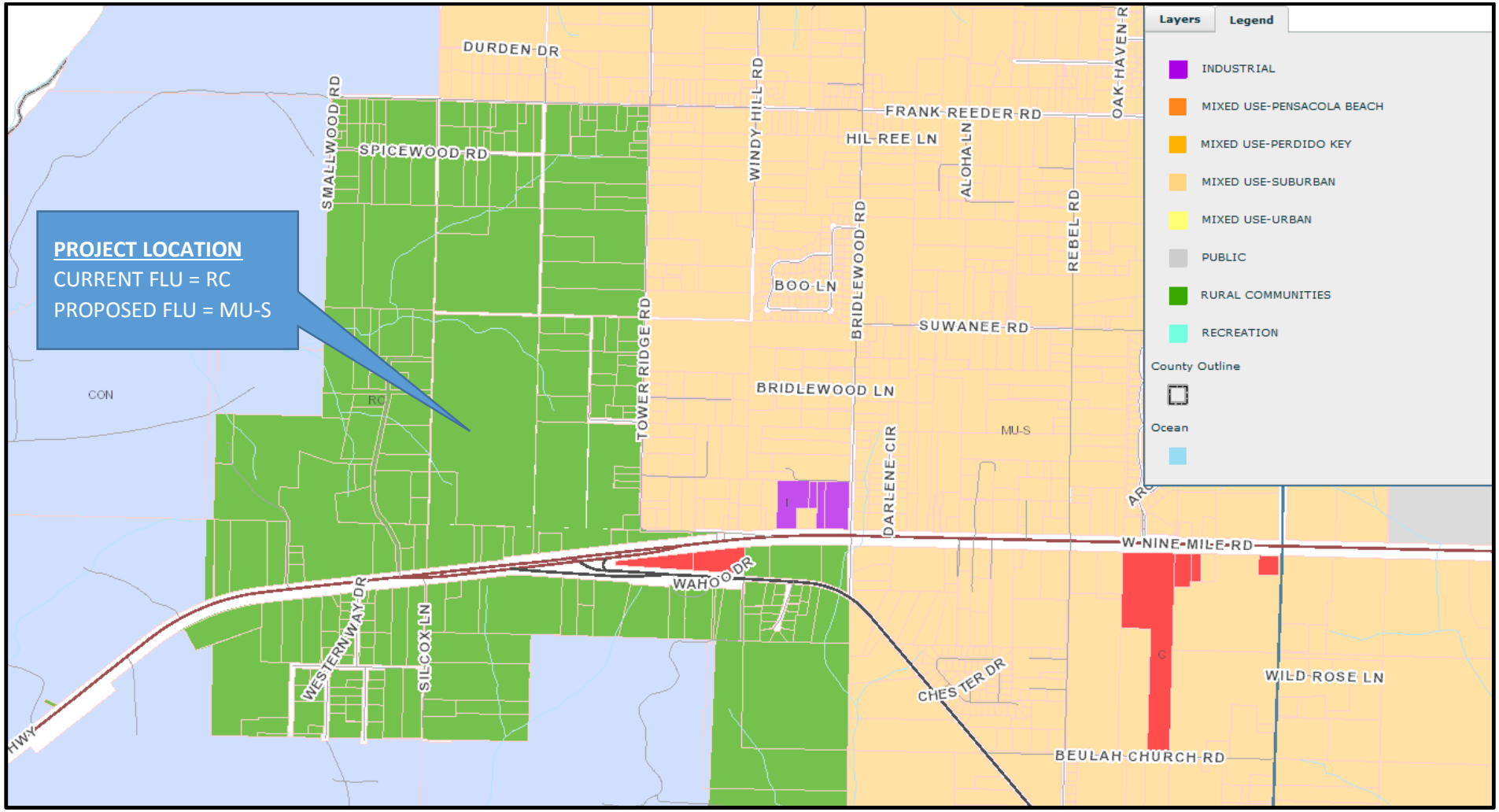
Project Location and Future Land Use Map





LOCATION MAP

Proposed Subdivision at
9600 W. Nine Mile Road
Pensacola, FL 32526



CURRENT FUTURE LAND USE MAP

SECTION “B”

Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

April 21, 2014

Mr. Terry Oswald
9650 Mobile Highway
Pensacola, FL 32526

Re: Proposed Subdivision @ 9600 West Nine Mile Road

Dear Mr. Oswald:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Rick Olson, Olson Land Partner, LLC
Erica Floyd, P.E., Gulf Civil Engineering, LLC
File

WEJ/vlf

Vicki Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

SECTION “C”

Preliminary Traffic Concurrency Analysis

(Source: Escambia County)

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Project should meet traffic concurrency. A final review for traffic concurrency will be conducted after all other sign-offs have been obtained on the site plan final comparisons.

Rev 01/28/03

Planning ID #:

Pre-App: X **MP:** _____ **PP:** _____ **SP:** _____ **Mini:** _____

Project Name & Address:

Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

Project Description: New Subdivision **District:** _____ **TAZ:** _____

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-3434 **Date:** 04/28/14

TRIP GENERATION

Source: latest edition of *Trip Generation,* ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: Single Family Detached Housing	**ITE Code:**	210	**Page #:**	295
Independent Variable: Dwelling Units				
Size of Independent Variable:	275.000	**[A]**		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	1.02	**[B]**		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	280.5	**[C]**		
Internal Capture Rate Percentage (if applicable):			0%	**[D]**
Internal Trips (C*D):			0.0	**[E]**
Adjusted Driveway Trips (C-E):			280.5	**[F]**
Pass-By Trip Percentage (if applicable):			0%	**[G]**
Pass-By Trips (F*G):			0.0	**[H]**
New Driveway Trips (F-H):			281	**[I]**

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips **[I]**, greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? **YES** **[J]**

X If **"YES"** to **[J]**, applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

_____ If **NO"** to **[J]**, continue with PART I: *De Minimis* Determination on the following page.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for ***each*** impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis* , continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report.*

Attachment 1 of 1

Project Name & Address: 0
Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

PART I: *De Minimis* Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report.*

New Driveway Trips (F-H):		281	**[I]**
Trip Distribution (% entering):		64%	**[K]**
Allocated Trips (I*K):		180	**[L]**
2-Way PM PH Service Volume (column 18):		1,190	**[M]**
1% of Service Volume (column 21 or M*.01):		12	**[N]**
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	168	**YES**	**[O]**
Existing Total Trips (column 16):		605	**[P]**
Proposed Total Trips (L+P):		785	**[Q]**
110% of Service Volume (column 23 or M*1.10):		1,309	**[R]**
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-524	**NO**	**[S]**
Is the roadway segment on a designated hurricane evacuation route (column 24)?		**YES**	**[T]**

_____ If **"NO"** for **[O]**, **[S]**, and **[T]**, traffic impact is *de minimis* . No further analysis is required.

X If **"YES"** for **[O]**, **[S]**, or **[T]**, traffic impact is non *de minimis.* Continue with PART II.
- X If **"YES"** to **[T]**, continue with question **[U]** only, in PART II below; or
- _____ If **"YES"** to **[O]** and/or **[S]** only and **"NO"** to **[T]**, continue with question **[V]** only, in PART II below.

PART II: Non *De Minimis* Concurrency Determination

If **"YES"** to **[T]**, is the number of Proposed Total Trips greater than the Service Volume (is Q > M)?	-405	**NO**	**[U]**
If **"NO"** to **[T]**, is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-524	**N/A**	**[V]**

X If **"NO,"** the roadway segment meets the test for concurrency. No further analysis required.

_____ If **"YES,"** identify which method will be used to maintain the adopted Level of Service:
- _____ applying applicable trip reduction methods for service or commercial developments,
- _____ conducting a Traffic Impact Analysis Report (TIAR),
- _____ reducing the scale or scope of the proposed project,
- _____ withdrawing the application, or
- _____ identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

SECTION “D”

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	
Project Location	**9600 W. Nine Mile Rd.**
Parcel ID Numbers	
Property Owner/Developer	**Olson Land Partners, LLC**
Applicant	**Gulf Civil Engineering**

School Level of Service Reservation			
Level of Service	**Elementary CSA**	**Middle CSA**	**High CSA**
Reserved Students	**52**	**26**	**26**
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

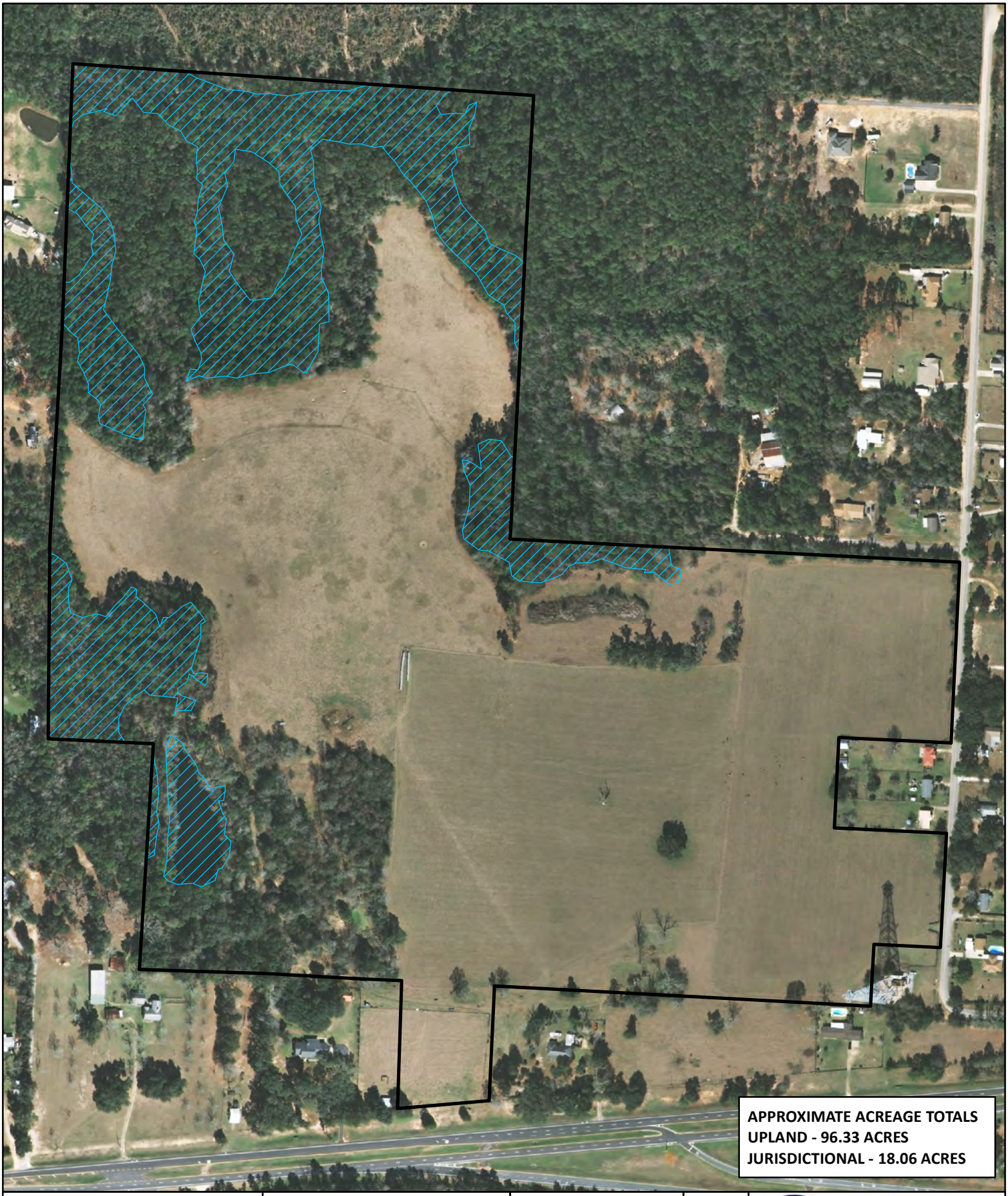
4/21/14
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION “E”

Wetland Maps

(Source: Bosso-Imhof Environmental Sciences, Inc.)



JURISDICTION SKETCH
2013 AERIAL PHOTOGRAPH
HWY 90 BEULAH
OLSON - OSWALD

Legend

UPLAND

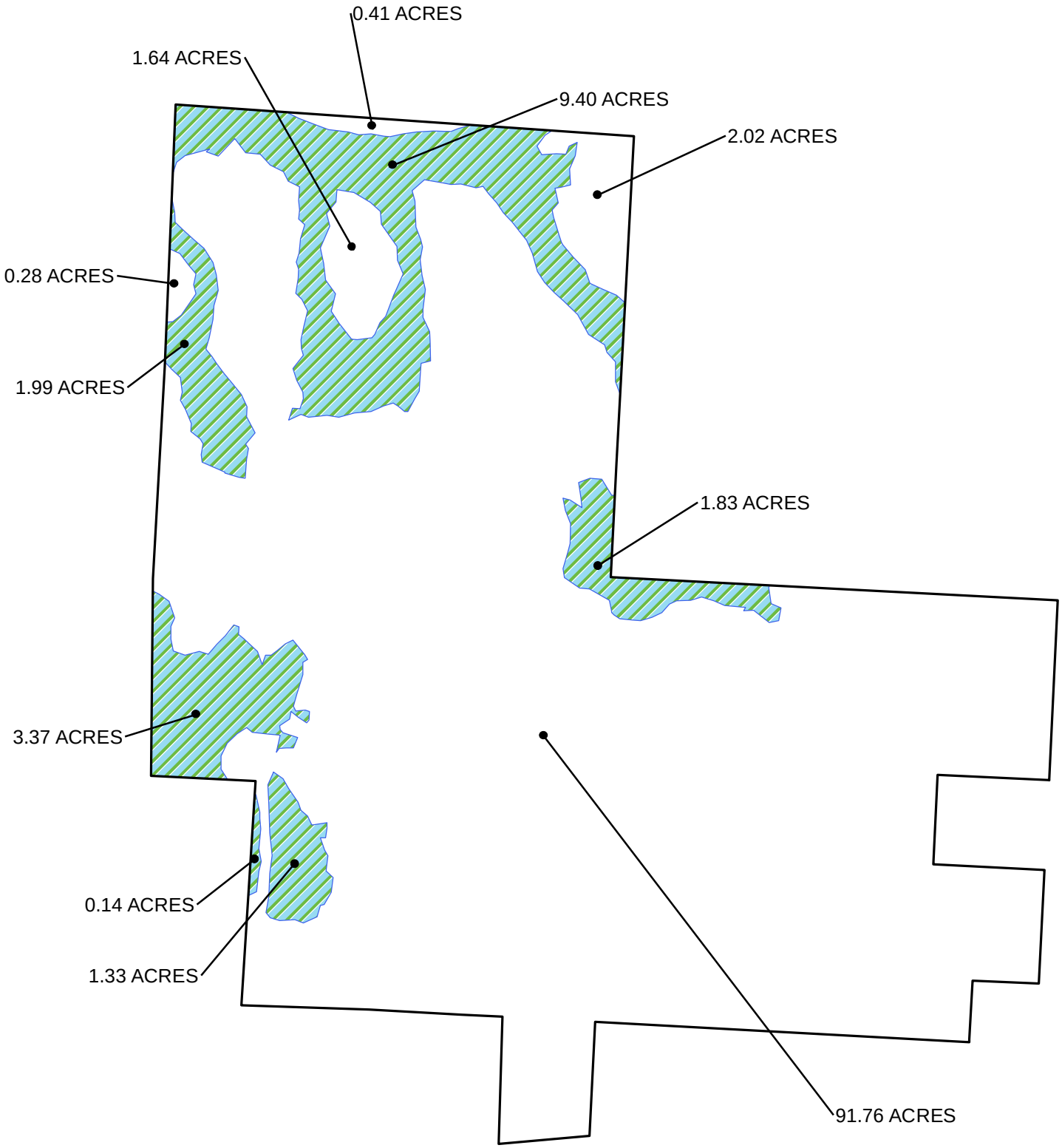
JURISDICTIONAL

DATE: 4-22-2014
DRAWN BY: MAR
THIS IS NOT A SURVEY

N W E S

260 130 0 260 Feet

BOSSO IMHOF
ENVIRONMENTAL SCIENCES, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FL 32502 (850) 434-1935



APPROXIMATE ACREAGE TOTALS
UPLAND - 96.33 ACRES
JURISDICTIONAL - 18.06 ACRES

JURISDICTION SKETCH
APPROXIMATE ACREAGES
HWY 90 BEULAH
OLSON - OSWALD

Legend

UPLAND

JURISDICTIONAL

DATE: 4-22-2014
DRAWN BY: MAR
THIS IS NOT A SURVEY

N W E S

300 150 0 300 Feet

BOSSO IMHOF
ENVIRONMENTAL SCIENCES, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FL 32502 (850) 434-1935

SECTION “F”

Historical & Archeological Data

(Source: Florida Master Site File)

STOP **This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

April 23, 2014

Florida Master Site File

Erica Floyd
Gulf Civil Engineering, LLC
2904 Bayview Way
Pensacola, FL 32503
Phone: 850.375.8263
Email: erica@gulfcivileng.com

In response to your inquiry of April 23, 2014, the Florida Master Site File lists no archaeological sites, four surveys, and three standing structures, found in the following parcels of Escambia County:

The portions of T01S R31W Sections 06 & 07, and T01S R32W Sections 01, 02, 11, 12, 35, & 36, indicated by the map submitted with search request (including a project area and a 1 mile buffer).

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

4300 Legendary Drive, Suite 234

Destin, FL 32541

GCE Project No. 10901.02

Prepared by:

GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

1. Introduction

This report addresses the topic of "Urban Sprawl" for the Future Land Use Map (FLUM) Amendment request of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road (Block)
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The subject property is located in central Escambia County along the north side of Nine Mile Road near the intersection with Mobile Highway. The site is approximately two (2) miles west of Beulah Road and three (3) miles west of the Navy Federal Credit Union (NFCU) Main Campus and Commerce Park.

3. Urban Sprawl

Urban Sprawl can be defined as a "development pattern characterized by low density, automobile-dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner." The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed development is located along frontage of Nine Mile Road. No major public infrastructure "extension" would be required to support the site. However, State and County infrastructure improvements near the site are already in conceptual stages. For example, the Florida Department of Transportation (FDOT) is currently performing a Project Development and Environmental (PD&E) study of the areas along Nine Mile Road west of the project site eastward to Pine Forest Road. In addition, Escambia County has a "Sector Plan" to improve Beulah Road which is located just east of the proposed project. The subject property falls within limits of "planned" infrastructure areas which promotes efficient development.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed roadways and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance. The project will connect to nearby developed areas which could further promote pedestrian and bicycle accessible routes. In addition, the development shall include a mix of lot and home sizes for varying incomes and/or desires.

(IV) Promotes conservation of water and energy.

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the homes within the subdivision shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

N/A – Preservation agricultural areas and activities are not proposed.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

N/A – The proposed development includes only residential uses.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Although the proposed development does not provide a "transit-oriented" community, the development does remediate urban sprawl by constructing adjacent to "planned" infrastructure areas. In addition, the uses, densities and intensities of the project shall not over compensate with high density residential lots despite the amount of wetlands on the property.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Falls within limits of "planned" infrastructure areas which promotes efficient development.
- Shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply.
- Shall preserve areas of open space and conserve natural lands.
- Shall remediate urban sprawl by constructing adjacent to "planned" infrastructure areas.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2014-03 – Olson Land Partners, LLC
Location:	9600 Block of W. Nine Mile Road
Parcel #s:	01-1S-32-3100-001-001 (all) 01-1S-32-3100-003-001 (part)
Acreage:	115.24 (+/-) acres
Request:	From Rural Community (RC) to Mixed-Use Suburban (MU-S)
Agent:	Erica Floyd, Agent for Rick Olson
Meeting Dates:	Planning Board June 3, 2014 BCC June 26, 2014

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

The subject parcels are located on the north side of W. Nine Mile Road (U.S. 90-A) at the intersection with Mobile Highway (U.S. 90). The site can be accessed through frontage along both Nine Mile Road and Tower Ridge Road. The property is primarily vacant grazing land with wooded areas corresponding largely to existing wetlands.

The site is adjoined on the north by agriculturally zoned (AG) woodlands and on the east and west primarily by large-lot single-family dwellings within R-3 and Rural Residential zoning. The site lies entirely within an area designated Rural Community FLU but adjoins a larger area of Mixed-Use Suburban FLU eastward from Tower Ridge Road.

Subdivision development will require review and approval for compliance with the preliminary plat, infrastructure construction plan, and final platting requirements of Escambia County and all associated regulations and standards of the Land Development Code (LDC). No applications for such development have been submitted at this time.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific

level of service (LOS) standards established by Escambia County would be evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The FLU amendment application includes a letter from ECUA stating that sewer service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The application indicates that connection to an existing sanitary sewer force main within approximately 1.5 miles would include construction of an on-site lift station. The applicant acknowledges that the design and construction of all sewer system extensions to serve the proposed development must comply with ECUA requirements.

Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The FLU amendment application indicates that ECUA will provide solid waste collection service for the proposed subdivision. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the estimated remaining life of the Perdido Landfill is 70 years.

Potable Water Service.

Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no*

later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject property is within the service area of ECUA for potable water. The FLU amendment application includes a letter from ECUA stating that water service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The applicant acknowledges that the design and construction of all water system extensions to serve the proposed development must comply with ECUA requirements.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The FLU amendment application indicates that stormwater management systems would be designed, approved, and permitted by all necessary agencies, including Escambia County, the Northwest Florida Water Management District, and the Florida Department of Environmental Protection, prior to subdivision development.

Streets and Access.

Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment application includes an initial test for traffic concurrency prepared by the Transportation and Traffic Operations Division of the Escambia County Public Works Department. The test provides a preliminary indication that the project should meet the traffic concurrency requirements of the county for the impacted roadway segment of U.S. 90/Nine Mile Road from the Alabama state line to Mobile Highway.

The developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County or FDOT standards so that upon their construction the streets and accesses would be accepted into the county or state road system.

Public School Facilities.

Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment application includes a Level of Service Determination Letter from the School District of Escambia County stating that elementary, middle and high school capacity is reserved for two years for the subject development and confirming that the development meets the School Level of Service requirements of Florida Statutes (163.3180) and the adopted Interlocal Agreement with Escambia County.

<u>Analysis of Suitability of Amendment for Proposed Use</u>:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. As with public facilities and services, compliance with regulations and standards established by Escambia County would be evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current Rural Community FLU as intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. Residential density is limited to two dwelling units per acre. The proposed Mixed-Use Suburban FLU, as

described by the same policy, is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to ten dwelling units per acre.

The area at the western end of Nine Mile Road continues to transition from rural and semi-rural to suburban development patterns. Approval of the amendment would eliminate agricultural uses from among the range of allowable uses on the subject site and replace compact, traditional neighborhood supportive commercial development options with opportunities for professional offices and general retail sales and service uses. The availability of residential, recreational, public and civic uses would remain unchanged. The density limit of the FLU would allow the maximum density of the current R-3 zoning and the district would be compatible in all other respects with the proposed FLU.

Impact on Wellheads.

Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment application includes a response letter to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State, lists no archaeological sites in the requested search area. The letter cautions, however, that there may be unrecorded archaeological sites, historical structures or other resources. Development of the site remains subject to LDC provisions requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

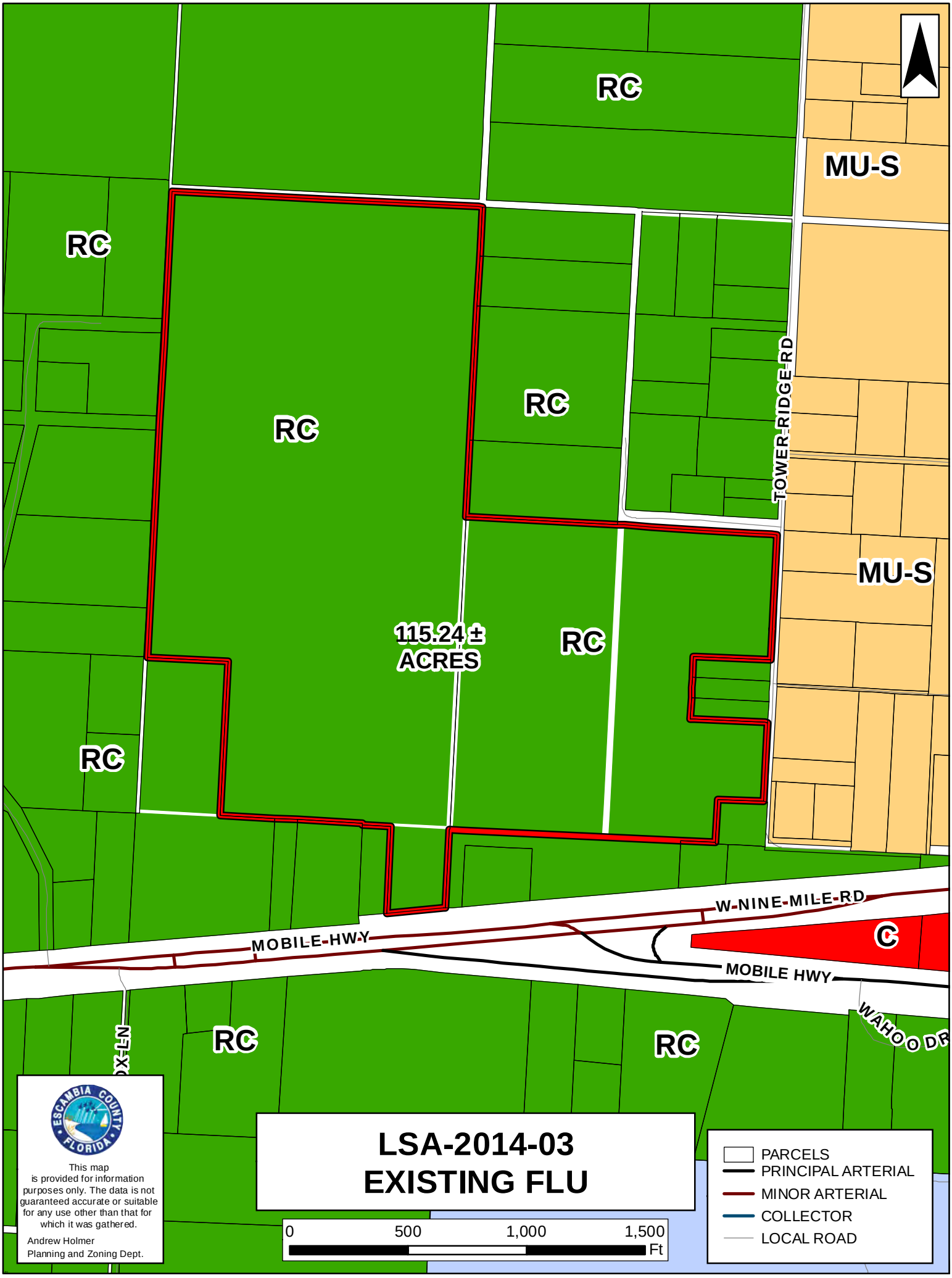
Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The FLU amendment application includes a map prepared by environmental consultants identifying approximately 18 acres of jurisdictional wetlands within the subject site. The wetlands correspond with hydric soils identified by the Soil Survey of Escambia County prepared by the U.S. Department of Agriculture. However, the soil survey does not indicate prime farmland soils within the site. The application states that protection of the wetland areas would be ensured in the design and permitting of the proposed subdivision and that a preliminary investigation found no current site indications of threatened or endangered species.

Urban Sprawl

Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed Mixed-Use Suburban FLU amendment would discourage urban sprawl through the characteristics of the development pattern it would incorporate into a modest expansion of the existing MU-S area. Single-family residential use allowed by the proposed FLU and current zoning, and associated with on-going economic growth along W. Nine Mile Road, would be required to be developed in a manner that will protect and not have an adverse impact on natural resources and ecosystems. The close proximity of the development to public infrastructure and services already in place and serving a mix of uses would promote the efficient and cost-effective provision or extension of those facilities and services. The higher residential density allowed by the FLU change would support a continued balance with the expanding nonresidential uses in the area. The required protection of wetlands would promote the preservation of a significant proportion of the subject site as open space and natural lands with the potential to provide some level of passive recreation.


RC
RC
MU-S
RC
RC
TOWER RIDGE RD
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RC
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MOBILE HWY
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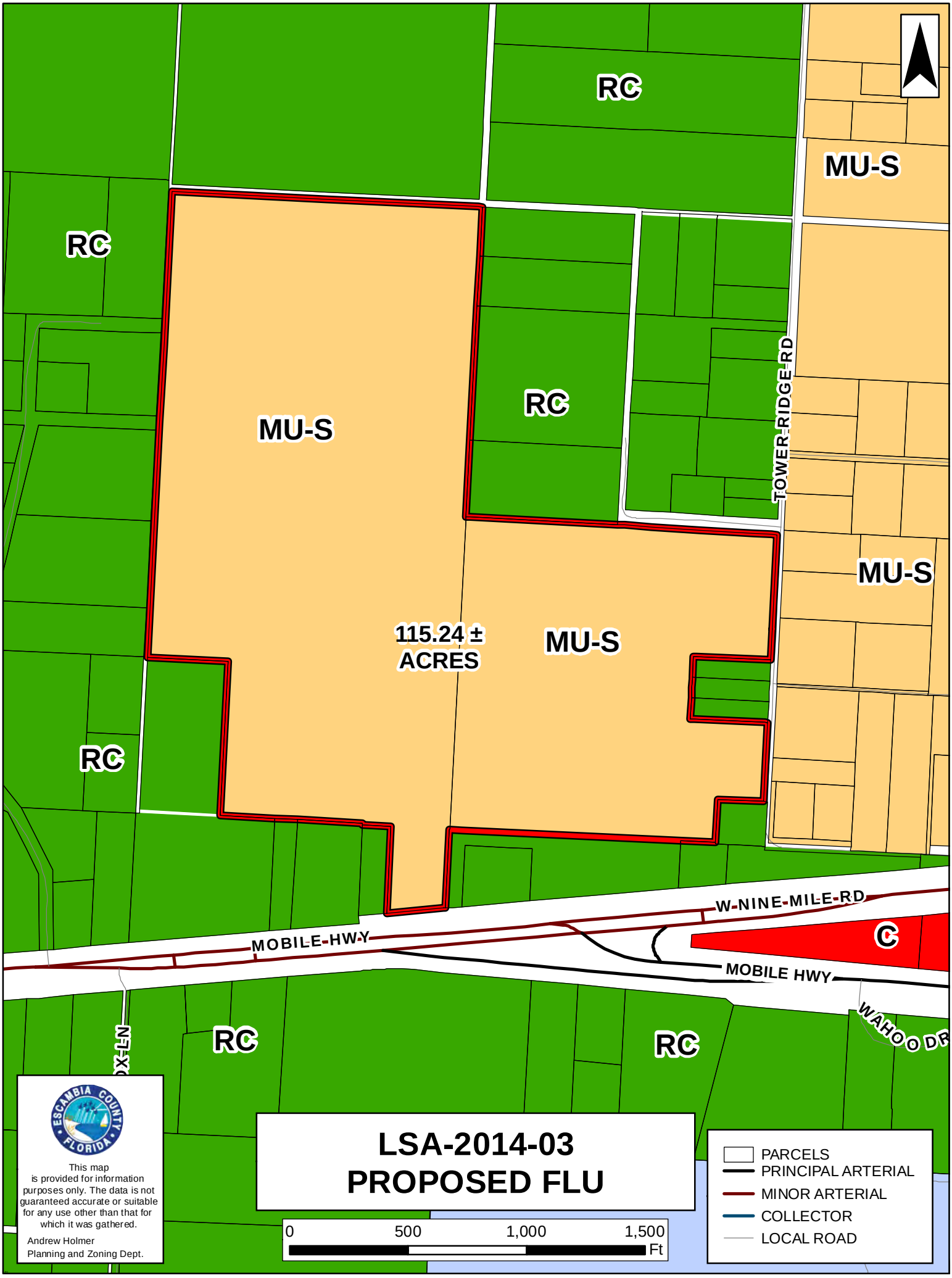
MOBILE HWY
WAHOO DR
RC
RC
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
EXISTING FLU
0
500
1,000
1,500
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


RC
MU-S
RC
RC
MU-S
TOWER RIDGE RD
MU-S
115.24 ±
ACRES
MU-S
RC
W NINE MILE RD
MOBILE HWY
C
MOBILE HWY
WAHOO DR
RC
RC
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
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Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
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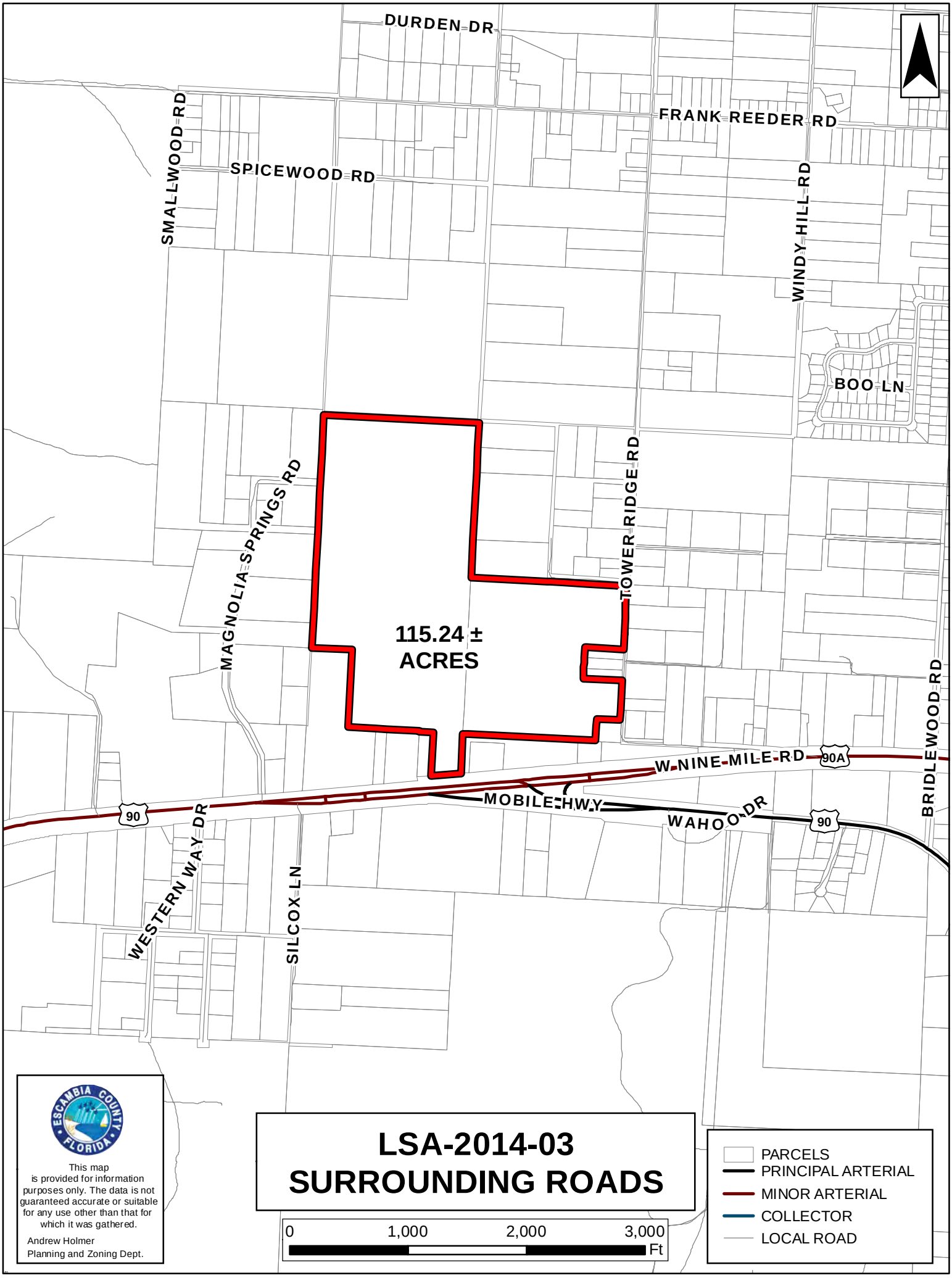
DURDEN DR
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
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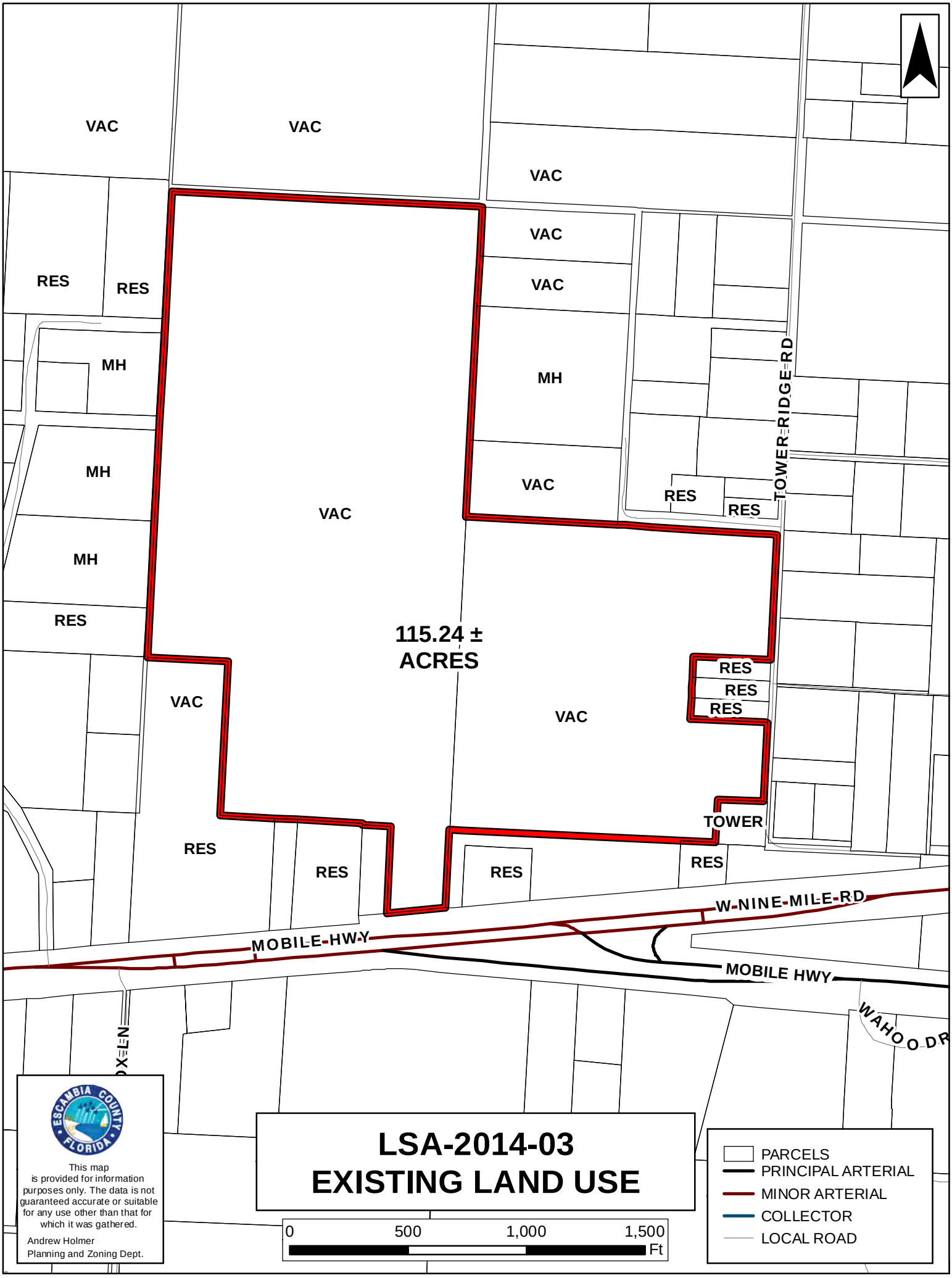
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/2014

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2014-03 OR Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor ✓ Against

*Name: Theresa Blackwell

*Address: 9535 Tower Ridge Rd *City, State, Zip: Pensacola, FL

Email Address: theresa.blackwell@gmail.com Phone: 727-510-3650

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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4. Please keep your remarks BRIEF and FACTUAL.
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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Berulah

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

*Name: Roland OSWALD

*Address: 9650 MOBILE Hwy *City, State, Zip: PENSACOLA, FL 32526

Email Address: rtoswald@bellsouth.net Phone: 850 944-2320

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2014-03

*Name: ERICA FLOYD

*Address: 2940 BAYVIEW WAY *City, State, Zip: PENSACOLA, FL 32503

Email Address: erica@gulfcivileng.com Phone: 375-8263

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2014-03

*Name: Rich Olson

*Address: 4300 Legendary Dr. *City, State, Zip: Destin FLA 32541

Email Address: _____ Phone: 830-7425

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing
Rezoning Case #: ~~Z-2014-08~~

_____ In Favor ✓ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description:
LSA 2014-03

*Name: Demaris Pittman

*Address: 9641 Tower Ridge Rd *City, State, Zip: Pensacola, FL 32526

Email Address: wedimps@bellsouth.net Phone: 850-944-1883

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

*Name: John H. Greene

*Address: 8570 Tower Ridge Rd *City, State, Zip: Pensacola FL. 32526

Email Address: _____ Phone: 607-9007

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA 2014-03

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Rebecca Ciccarelli

*Address: 4630 Shannon Circle *City, State, Zip: Pensacola FL 32504

Email Address: _____ Phone: 433-1691

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/14

Rezoning Quasi-judicial Hearing
Rezoning Case #: ~~LSA 2014-03~~

OR

Regular Planning Board Meeting
Agenda Item Number/Description: LSA 2014-03

X In Favor _____ Against

*Name: Sharron DeWeese

*Address: 4830 Balmoral Dr *City, State, Zip: Pens, FL 04

Email Address: _____ Phone: 476-9808

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6175 **Growth Management Report** **13. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/26/2014
Issue: 5:47 p.m. - A Public Hearing - Large Scale Map Amendment - LSA 2014-01
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Map Amendment LSA 2014-01

That the Board of County Commissioners (BCC) adopt the Comprehensive Plan Map Amendment (LSA) 2014-01, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation to change the FLU category of a 14.67 (+/-) acre parcel on Stone Blvd. from Mixed-Use Suburban (MU-S) to Industrial (I).

At the March 4, 2014, Planning Board Meeting, the Board recommended approval to the BCC. The BCC approved transmittal to DEO on April 3, 2014. The County received the final approval letter from DEO on May 8, 2014, with no adverse comments from any agencies.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 14.67 (+/-) acre parcel from Mixed-Use Suburban (MU-S) to Industrial (I). The zoning designation for the referenced parcel is ID-CP, Commerce Park District (cumulative). The applicant has also submitted a rezoning request for ID-2, General Industrial District (noncumulative) for a compatible zoning category that would allow the proposed project. The applicant understands that the rezoning approval will be contingent on the approval and adoption of the LSA 2014-01 case.

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 Ryan E. Ross, 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 amendment to the Future Land Use Map 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

Ordinance - Draft

Ordinance - Clean

Adoption Packet

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2014-01

Date: 2/3/14

Date requested back by: 2/6/14

Requested by: John Fisher/Juan Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Asst. County Attorney

Date Received: 2/3/14

XXX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-011-002, TOTALING 14.67 ACRES, LOCATED OFF STONE BLVD EAST OF U.S. ROUTE 29-PALAFOX HWY, FROM MIXED-USESUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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 and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 14-1N-31-1001-011-002, totaling 14.67 acres, as more particularly described by Pittman, Glaze and Associates, Inc., Land Surveyors, in the boundary survey dated August 26, 2008, attached as Exhibit A, from Mixed-Use Suburban (MU-S) to Industrial (I).

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. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DRAFT

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

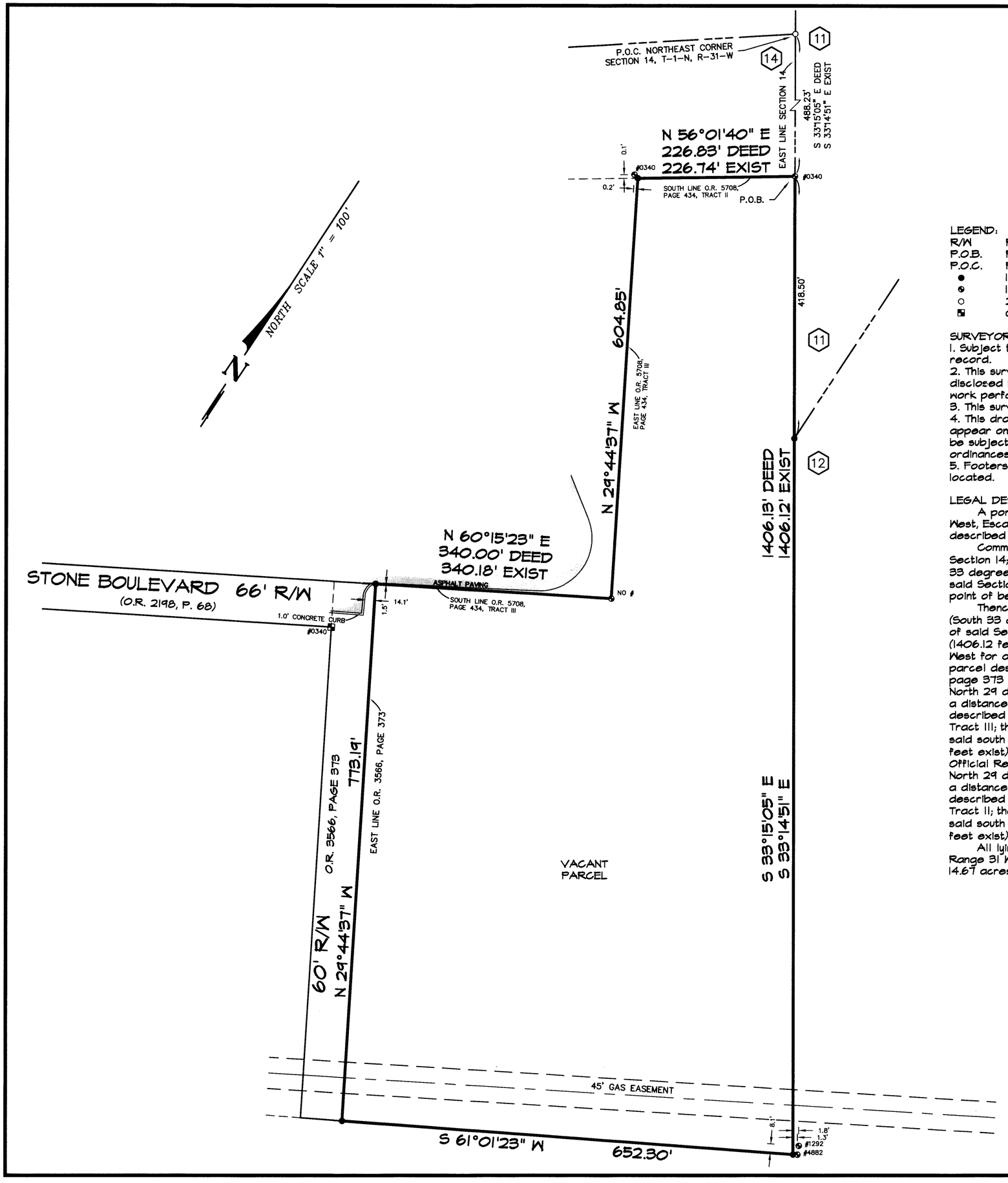
ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Attachment A



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
●	1/2" Capped iron rod set #7073
◉	1/2" Capped iron rod found # noted
○	2" Iron pipe found
▣	Concrete monument found #0340

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

A portion of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; more particularly described as follows:

Commence at the northeast corner of said Section 14; thence South 33 degrees 15'05" East (South 33 degrees 14'51" East exist) along the east line of said Section 14 for a distance of 488.23 feet for the point of beginning.

Thence continue South 33 degrees 15'05" East (South 33 degrees 14'51" East exist) along the east line of said Section 14 for a distance of 1406.13 feet (1406.12 feet exist); thence South 61 degrees 01'23" West for a distance of 652.30 feet to the east line of parcel described in Official Record Book 3566 at page 373 of the public records of said County; thence North 29 degrees 44'37" West along said east line for a distance of 773.19 feet to the south line of parcel described in Official Record Book 5708, page 434, Tract III; thence North 60 degrees 15'23" East along said south line for a distance of 340.00 feet (340.18 feet exist) to the east line of parcel described in Official Record Book 5708, page 434, Tract III; thence North 29 degrees 44'37" West along said east line for a distance of 604.85 feet to the south line of parcel described in Official Record Book 5708, page 434, Tract II; thence North 56 degrees 01'40" East along said south line for a distance of 226.83 feet (226.74 feet exist) to the point of beginning.

All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida. Containing 14.67 acres, more or less.

A BOUNDARY SURVEY AND LEGAL DESCRIPTION

Measurements made in accordance with United States Standards.

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

Source of information TAX MAPS; PUBLIC RECORDS; SURVEY'S BY THIS FIRM AND BDE;

Bearing Reference NORTH BASED ON THE EAST LINE OF SECTION 14 AS S 33°14'51" E

Ordered By MR. DAVID WHITEHOUSE Elevation Reference _____

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472.027 Florida Statutes

Walter J. Glaze
■ PSM #6190

David D. Glaze
☐ PSM #5605

SHEET 1 OF 1

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

SCALE	1" = 100'
FILE NO.	E-3749
JOB NO.	33748-08
FB 1333 PG	59-68
FB ____ PG	
Date of Survey	8-26-08
Date of Plat	8-28-08
Encroachments	
Drawn by	PMJ

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-011-002, TOTALING 14.67 ACRES, LOCATED OFF STONE BLVD EAST OF U.S. ROUTE 29-PALAFOX HWY, FROM MIXED-USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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 and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 14-1N-31-1001-011-002, totaling 14.67 acres, as more particularly described by Pittman, Glaze and Associates, Inc., Land Surveyors, in the boundary survey dated August 26, 2008, attached as Exhibit A, from Mixed-Use Suburban (MU-S) to Industrial (I).

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. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

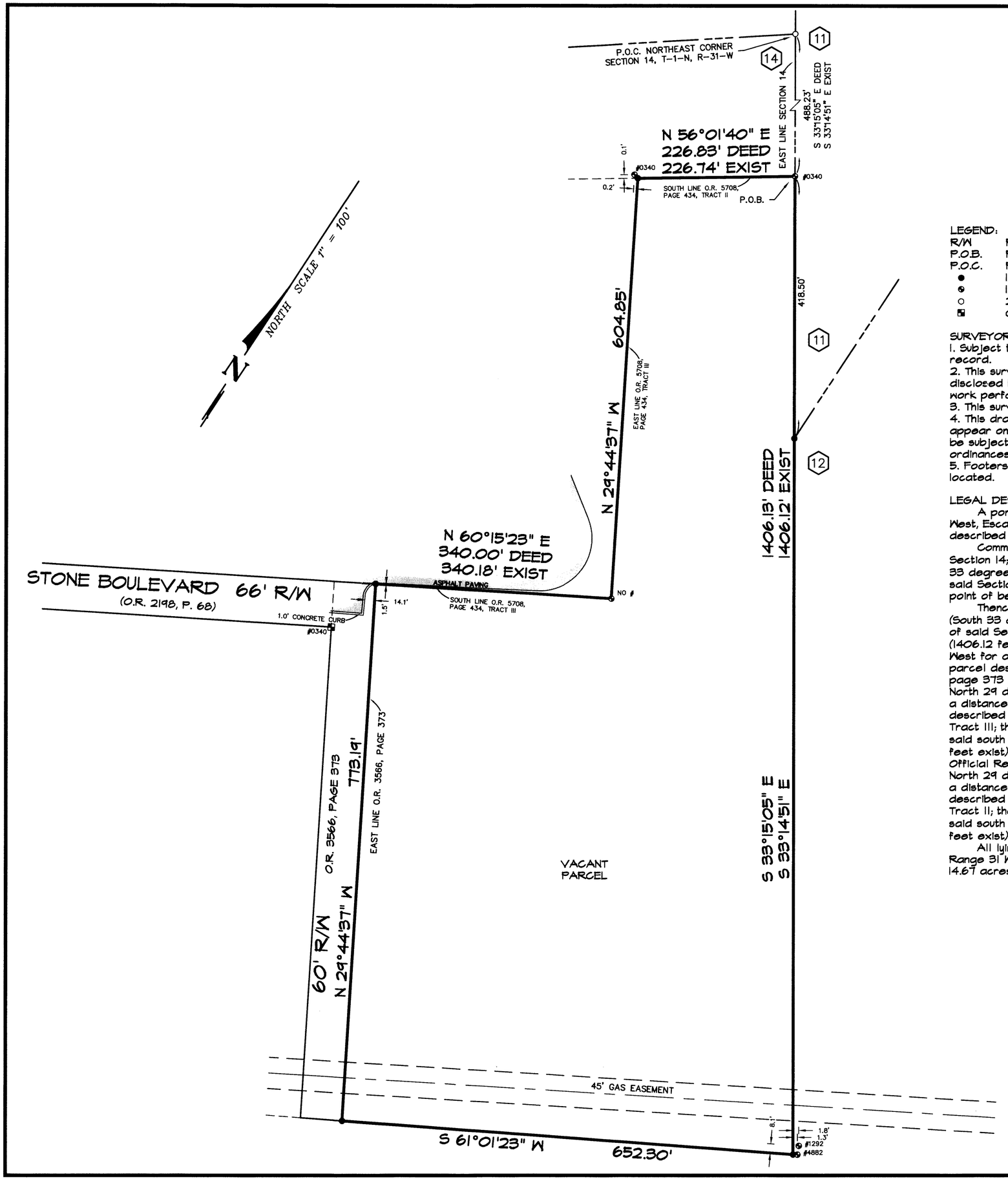
(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Attachment A



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
●	1/2" Capped iron rod set #7073
◉	1/2" Capped iron rod found # noted
○	2" Iron pipe found
▣	Concrete monument found #0340

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

A portion of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; more particularly described as follows:

Commence at the northeast corner of said Section 14; thence South 33 degrees 15'05" East (South 33 degrees 14'51" East exist) along the east line of said Section 14 for a distance of 488.23 feet for the point of beginning.

Thence continue South 33 degrees 15'05" East (South 33 degrees 14'51" East exist) along the east line of said Section 14 for a distance of 1406.13 feet (1406.12 feet exist); thence South 61 degrees 01'23" West for a distance of 652.30 feet to the east line of parcel described in Official Record Book 3566 at page 373 of the public records of said County; thence North 29 degrees 44'37" West along said east line for a distance of 773.19 feet to the south line of parcel described in Official Record Book 5708, page 434, Tract III; thence North 60 degrees 15'23" East along said south line for a distance of 340.00 feet (340.18 feet exist) to the east line of parcel described in Official Record Book 5708, page 434, Tract III; thence North 29 degrees 44'37" West along said east line for a distance of 604.85 feet to the south line of parcel described in Official Record Book 5708, page 434, Tract II; thence North 56 degrees 01'40" East along said south line for a distance of 226.83 feet (226.74 feet exist) to the point of beginning.

All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida. Containing 14.67 acres, more or less.

A BOUNDARY SURVEY AND LEGAL DESCRIPTION

Measurements made in accordance with United States Standards.

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

Source of information TAX MAPS; PUBLIC RECORDS; SURVEY'S BY THIS FIRM AND BDE;

Bearing Reference NORTH BASED ON THE EAST LINE OF SECTION 14 AS S 33°14'51" E

Ordered By MR. DAVID WHITEHOUSE Elevation Reference _____

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472.027 Florida Statutes

Walter J. Glaze
■ PSM #6190

David D. Glaze
☐ PSM #5605

SHEET 1 OF 1

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

SCALE	1" = 100'
FILE NO.	E-3749
JOB NO.	33748-08
FB 1333 PG	59-68
FB ____ PG	
Date of Survey	8-26-08
Date of Plat	8-28-08
Encroachments	
Drawn by	PMJ

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

May 8, 2014

The Honorable Lumon May
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32504

Dear Chairman May:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 14-3ESR) which was received on April 8, 2014. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/de
Enclosure(s): Procedures for Adoption

cc: Horace Jones, Acting Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Denise Halstead

From: Horace L Jones
Sent: Friday, April 25, 2014 11:48 AM
To: Juan C. Lemos
Cc: Denise Halstead
Subject: Fwd: Escambia County 14-3ESR (Proposed)

Sent from my iPhone

Begin forwarded message:

From: "Owens, Jillaine M." <Jillaine.Owens@dep.state.fl.us>
Date: April 25, 2014 at 11:45:01 AM CDT
To: Horace L Jones <HLJONES@co.escambia.fl.us>
Cc: "DCPexternalagencycomments@deo.myflorida.com" <DCPexternalagencycomments@deo.myflorida.com>
Subject: Escambia County 14-3ESR (Proposed)

To: Mr. Horace L. Jones, Interim Department Director, Escambia County

Re: Escambia County 14-3ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, *Florida Statutes*. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Should you have any questions or require further assistance, please call me at (850) 245-2187.

Jillaine M. Owens, ES III

FDEP, Office of Intergovernmental Programs
Mail Station 47
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Main: (850) 245-2161
FAX: (850) 245-2189

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

April 15, 2014

Horace Jones, Interim Department Director
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Re: 14-3ESR

Dear Mr. Jones:

We have completed our review of the above referenced document. The Department does not have any comments at this time.

If we can be of further assistance, please feel free to give me a call at (850) 330-1656.

Sincerely,

Zena Riley-Taylor

Zena Riley-Taylor
Growth Management Specialist

Zrt/

Copies: Ray Eubanks – DEO
Ray Kirkland – D3
Jim Wood – CO

OFFICE OF THE COMMISSIONER
(850) 617-7700

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

May 7, 2014

VIA EMAIL (hljones@co.escambia.fl.us)

Escambia County Development Services Department
Attn: Horace Jones
3363 West Park Place
Pensacola, Florida 32505

Re: DACS Docket # -- 20140414-374
Escambia County CPMA LSA-2014-01
Submission dated April 4, 2014

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on April 14, 2014 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

Stormie Knight
Sr. Management Analyst I
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Escambia County 14-3 ESR)

From: Horace L Jones
Sent: Monday, April 21, 2014 8:39 AM
To: Denise Halstead
Cc: Juan C. Lemos
Subject: FW: Escambia County 14-3ESR (LSA-2014-01)

From: Hight, Jason [mailto:Jason.Hight@MyFWC.com]
Sent: Monday, April 21, 2014 7:44 AM
To: DCPexternalagencycomments@deo.myflorida.com; Horace L Jones
Cc: Hoehn, Ted; Ana.Richmond@DEO.myflorida.com
Subject: Escambia County 14-3ESR (LSA-2014-01)

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed comprehensive plan in accordance with Chapter 163.3184(3), Florida Statutes. We have no further comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Theodore Hoehn at (850) 488-8792 or by email at ted.hoehn@myfwc.com.

Sincerely,

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
office: 850-413-6966
cell: 850-228-2055

Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director
Development Services

April 4, 2014

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Proposed Escambia County Comprehensive Plan Map Amendment LSA-2014-01

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.).

The Local Planning Agency (LPA) considered the LSA on March 4, 2014 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on April 3, 2014, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

Horace Jones
Interim Department Director

January 28, 2014

Escambia County Government
Development Services Division
Attn: Horace Jones, Interim Director
3363 W. Park Place
Pensacola, FL 32505

PROJ: VULCAN CANTONMENT TERMINAL FACILITY (KLF #117823/2.4; MOU14L0134)
RE: FUTURE LAND USE MAP AMENDMENT APPLICATION PARCEL REFERENCE ID #141N311001011002

Dear Mr. Jones:

Attached, please find the Future Land Use Map (FLUM) Amendment application for Parcel Reference ID #141N311001011002 located at the end of Stone Boulevard, east of U.S. Route 29/Palafox Highway and south of Becks Lake Road in Section 14, Township 1 North, Range 31 West, Cantonment, Escambia County, Florida, which is associated with the Vulcan Cantonment Terminal Facility project. Said project is proposing the construction of a terminal facility with rail line connection which will import, store, and distribute aggregate materials. As such, a FLUM amendment of the referenced parcel from MU-S to I is required to ensure compatibility with Escambia County's Comprehensive Plan as indicated in the reviewer comments associated with site plan approval application #PSP1312000126 and discussed with you during a conference call on January 13, 2014. As required, the items being included with this submittal are as follows:

- The submittal fee of $2,964.50 included in a check for $4,235.00 made out to Escambia County (the submittal fee of $1,270.50 for the rezoning application is also included in this check amount)
- A completed, signed and notarized FLUM Amendment application
- A completed, signed, and notarized Affidavit of Ownership and Limited Power of Attorney form
- A completed and signed Concurrency Determination Acknowledgement form
- A narrative addressing the data and analysis requirements
- A completed application checklist

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1174 Camp Avenue, Mt. Dora, FL 32757 **p |** 352.383.1444 **f |** 352.383.3877

- The letter of request herein
- Legal proof of ownership in the form of a warranty deed
- A street map depicting property location (Figure 1)
- Legal description of the referenced parcel
- A signed and sealed boundary survey of the referenced parcel
- Site plans of the overall project drawn to scale
- Master Site File search results
- DHR concurrence letter
- A Wetland and Surface Water ID Map (Figure 2)
- An Existing Land Use and Cover Types Map (Figure 3)
- A Site Plan / Wetland Impacts map (Figure 4)
- A FEMA Flood Probability Map (Figure 5)
- A 20-year Wellhead Protection Area map
- UMAM wetland impact worksheets
- Bill of sale from the Pensacola Bay Mitigation Bank

We respectfully request your review of these materials. If you have any questions about the project or enclosed items, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Bill Newlon
Senior Environmental Scientist

enc.

c: Joe Howle (w/enc.)
Rick Phillips (w/enc.)
Chryl DeCrenza

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Vulcan Materials Company
Payment Services
P.O. Box 380607
Birmingham AL 35238-0607
800-462-4813

Wachovia Bank of Augusta, GA
191 Peachtree St. NE
Atlanta GA 30303-1757

1800025257

64-975
612

Date
01/17/14

Amount
$4,235.00**********

PAY Four Thousand Two Hundred Thirty-Five Dollars And 00 Cents**********

VOID AFTER 90 DAYS

TO THE ORDER OF

ESCAMBIA COUNTY TAX COLLECTOR
C/O JANET HOLLEY
P O BOX 1312
PENSACOLA FL 32596-1312

Authorized Signature

⑈1800025257⑈ ⑆061209756⑆ 2079900614075⑈

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. __X__ **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. __X__ **Letter of request, including reason(s) for map amendment and desired future land use category**

3. __X__ **Notarized Affidavit of Ownership and Authorization (form herein)**

4. __X__ **Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf**

5. __X__ **Concurrency Determination Acknowledgement (form herein)**

6. __X__ **Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

7. __X__ **Street Map depicting general property location**

8. __X__ **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - __X__ **Street Address**
   - __X__ **Property Reference Number(s)**
   - __X__ **Boundary Survey**
   - __X__ **Total acreage requested for amendment**

9. __X__ **Land Use Map Amendment Application fee**

10. __X__ **Complete Data and Analysis (See applicable page herein)**

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT _____

Current FLU: _____ **Desired FLU:** _____ **Zoning:** _____**Taken by:**_____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Black Gold of Northwest Florida, LLC

Address: End of Stone Blvd.

City: Cantonment State: FL Zip Code: 32533

Telephone: (850) 916-0991

Email: crawson@roadsinc.com

DESCRIPTION OF PROPERTY:

Street address: End of Stone Blvd. Adjacent to Parcel Reference ID #141N311001009002

with same ownership and an address of 110 Stone Blvd.

Subdivision:

Property reference number: Section 14 Township 1N Range 31W

Parcel 1001 Lot 011 Block 002

Size of Property (acres) 14.67 ac.

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

_____

Signature (Property Owner) Printed Name Date

Bill Newlon

_____

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 1174 Camp Ave.

City: Mt. Dora State: FL Zip: 32757

Telephone (352) 383 - 1444 Fax # (352) 383 - 3877

Email: bnewlon@kleinfelder.com

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this_____day of _____, year of _____ by , _____ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____as identification.

_____

Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at the end of Stone Blvd., Cantonment, FL 32533, Pensacola, Florida, Property Reference Number(s) 141N311001011002, I hereby designate Bill Newlon, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this_____day of_____, the year of _____, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Cody Rawson

Signature of Property Owner Date Printed Name of Property Owner

Bill Newlon

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of_____, year of _____, by _____ who ( ) did ( ) did not take an oath.

He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____as identification.

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

Vulcan Cantonment Terminal Facility

Property reference #: Section 14 Township 1N Range 31W

Parcel # 141N311001011002

Project Address:

End of Stone Blvd., Cantonment, FL 32533

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____DAY OF _____ , 20_____

	Cody Rawson
Owner's signature	**Owner's name (print)**
	Bill Newlon
Agent's signature	**Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a <u>need</u> for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from University of West Florida)

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

SITE DESCRIPTON, PROPOSED DEVELOPMENT, AND REASON FOR FLUM AMENDMENT

The requested Large Scale Future Land Use Map (FLUM) amendment is for Reference Parcel ID #141N311001011002, a 14.67 ac. parcel associated with the larger 49.36 ac. Vulcan Cantonment Terminal Facility project site on which a rail terminal facility for the import, storage and distribution of aggregate products is being proposed (Figure 1). The parcel is located at the end and east of Stone Boulevard in Section 14, Township 1 North, Range 31 West, Cantonment, Escambia County, Florida. It is accessible from the west via U.S. Route 29/Palafox Highway and Becks Lake Road which intersects with Stone Boulevard.

The site is mostly undeveloped consisting primarily of forested uplands (Figure 3). Forested wetlands are present along the northeastern and northern boundaries and a gas line easement runs parallel to and just inside the southeastern boundary. The site is bordered by industrial uses to the west and forested buffers to the north, east, and south. Adjacent FLUM designations include Industrial (I), Mixed-Use Suburban (MU-S), and Agriculture (AG). Adjacent zoning districts include General Industrial District (ID-2), Industrial Commerce Park District (ID-CP), Villages Rural Residential, Low Density (VR-1), and Villages Agriculture Low Density (VAG-1). Regionally, the parcel is contiguous with an extensive area to the south, west, and north consisting of industrial FLUM designations and zoning districts. As such, a FLUM amendment for this parcel changing it from MU-S to I is consistent with nearby and contiguous land uses, FLUM designations, and zoning districts.

COMPARATIVE ANALYSIS

A. Sanitary Sewer

Pursuant to previous county submittals, there is an existing Emerald Coast Utilities Authority (ECUA) owned and maintained sanitary sewer manhole located on Muskogee Road just west of the Hwy 29 intersection. The manhole marks the end of an existing ECUA owned and maintained gravity sewer system. Also, there is an existing private force main located along the right of way of Becks Lake Road and Stone Boulevard that serves existing development on Stone Boulevard including the adjacent parcel to the west (Reference Parcel ID #141N311001009002). Sanitary Sewer service is available to the site and has the capacity to provide the required service; however, no sewer services are currently being proposed in association with the parcel and related project. Regardless due to county requirements, a request for service requirements form has been submitted to ECUA and sanitary sewer availability will be determined.

B. Solid Waste Disposal

The project will have dumpsters provided by the ECUA or another County approved waste disposal entity. The solid waste will be collected from the onsite dumpsters by the determined disposal entity and discharged to the Perdido Landfill which has the capacity to accept these services.

C. Potable Water

The Emerald Coast Utilities Authority ECUA owns and maintains a 12" PVC water main located along the west right of way of Stone Boulevard which could provide potable water service for the proposed project; however, no potable water is currently being proposed in association with the parcel and related project. Regardless due to county requirements, a request for service requirements form has been submitted to ECUA and potable water availability will be determined.

D. Stormwater Management

A certified stormwater management system designed by a registered and licensed professional engineer in the State of Florida is being proposed for the parcel and related project (shown on attached Drainage and Erosion Control Plans) which was designed according to county and state requirements to retain or detain and treat, at a minimum, the first one-half inch of runoff onsite, control runoff so that the post development runoff rate for 25 year, 24 hour storm events does not exceed the pre-development runoff rate, prevent alteration of other area-wide stormwater systems abilities to retain, detain, store, and control stormwater runoff, and recover treatment volume within 72 hours of a storm event.

An erosion control plan will be implemented during the proposed construction of the site and stormwater pond to prevent water quality degradation. An Environmental

Resource Permit (ERP) application with the attached Drainage and Erosion Control Plans has been submitted for approval by the Northwest Florida Water Management District (NWFWMD). In addition, a Stormwater Pollution Prevention Plan that is in accordance with the National Pollutant Discharge Elimination System will be implemented prior to and during construction as part of the National Pollutant Discharge Elimination System (NPDES) permit.

E. Traffic

Access to U.S. Route 29/Palafox Highway from the site occurs via Stone Boulevard and Becks Lake Road. No residential neighborhoods or subdivisions are traversed on the way to U.S. Route 29/Palafox Highway. All development along this route consists of industrial and commercial land uses. Becks Lake Road and Stone Boulevard are two lane roads and U.S. Route 29/Palafox Highway is a four lane highway. Stone Boulevard and the segment of Becks Lake Road connecting Stone Boulevard to U.S. Route 29/Palafox Highway appear to support the proposed project and FLUM amendment as they were designed to support a haul route associated with the existing industrial uses along Stone Boulevard, with Roads, Inc. being the primary source of haul truck utilization. Roads, Inc. is a licensed contractor specializing in the construction and maintenance of highways, roads and parking lots and provides asphalt paving, excavation, demolition, and curb, gutter, sidewalk and underground utility construction services.

The below traffic analysis was conducted in order to compare the traffic impact of the proposed development under the proposed future land use of Industrial (I) versus that of the possible development of the site under the current future land use of Mixed Use Suburban (MU-S).

<u>Proposed Industrial Development</u>

The proposed zoning district and FLUM designations are ID-2 and I, respectively. The parcel is being proposed for use as part of a terminal rail facility where aggregate materials will be transported to the site via a railroad line, sorted, stockpiled, and then distributed to market via haul trucks. No materials processing will occur onsite. Total employees associated with the site are projected to be eleven, which includes two full time workers onsite and nine truck drivers.

11 employees,
General Light Industrial
ITE Code 110

Max Trips:
Weekday – 3.02 trips generated per employee
3.02 x 11 = 33 trips per weekday

Total weekday entering trips generated = 16.5 trips
Total weekday exiting trips generated = 16.5 trips

Total entering peak hour trips generated = 4 trips
Total exiting peak hour trips generated = 4 trips

The proposed project will generate 33 weekday enter/exit trips.

Development Under Current Future Land Use

The site is currently zoned ID-CP with a future land use of MU-S. The maximum residential density allowed in MU-S is ten dwellings per acre, but residential uses are not allowed in ID-CP zoning. The parcel could, however, be developed as an office complex under the current zoning district and future land use designation. For the purpose of this analysis, a building size of 15,000 sf that could easily be constructed on the 15.67 ac. parcel was used.

15,000 sf
General Office Building
ITE Code 710

Max Trips:
Weekday - 11.01 trips generated per 1000 sf
11.01 x 15.0 = 165 trips per weekday

Total weekday entering trips generated = 82.5 trips
Total weekday exiting trips generated = 82.5 trips
Total entering peak hour trips generated = 20 trips
Total exiting peak hour trips generated = 19 trips

Under the current future land use designation and zoning, if the site was developed as a 15,000 sf office complex, the site would generate 165 weekday exit/enter trips.

Conclusion

The above analysis illustrates that the trips generated from the proposed use with a FLUM designation of I and a zoning district of ID-2 would have less of a traffic impact than the allowable development of the site under the current FLUM designation of I and a zoning district. Also, the site uses a railway to import materials to the site further reducing any potential impacts of the development to the surrounding roadway system.

It is important to note while the proposed use associated with the project will generate an estimated 33 trips per day, no additional traffic will specifically be associated with the parcel for which a FLUM amendment is being requested as the project related development located on this parcel will be limited primarily to portions of the rail line and stormwater pond. Additionally, compared to the existing industrial use within the project area where most of the development is occurring, no additional traffic above and beyond the existing use is anticipated.

F. Recreation and Open Space

Recreation and Open Space requirements are outlined in the Land Development Code and any change to FLUM designations are required to meet the standards set forth in the LDC. The site and building requirements for the current zoning of ID-CP or the proposed rezoning to ID-2 do not include specifications for recreation and open space. The project with which the development is associated is not associated with a planned unit development, a multi-family development, a mixed use commercial area or other similar type of development where relatively large land areas are involved which have open space requirements; however, it is greater than five acres and thus, will require some amount of open space within the development.

The proposed project with which the parcel is associated involves the installation of a terminal rail facility, which will occur predominantly on and replace an existing industrial site. The subject parcel proposed for a FLUM amendment is at the eastern end of the project site, just east of the existing industrial site, and currently consists mostly of forested uplands and wetlands. All land use and cover types within the parcel and larger project area were mapped utilizing the Florida Land Use Cover and Forms Classification System (FLUCFCS, FDOT 1999) and are shown in Figure 3. Only that portion of the parcel which is needed in association with the terminal end of the proposed rail line and a portion of the stormwater management system will be developed. The remainder of the parcel will be left as open space in order to protect the remaining natural resources onsite and buffer/minimize adverse impacts to surrounding properties.

G. Schools

The proposed FLUM amendment to Industrial would prohibit residential development, while the existing FLUM designation of MU-S allows for residential development. Therefore, this proposed amendment would be anticipated to lessen potential impacts on school related services.

PROXIMITY AND IMPACT ON THE FOLLOWING

Wellheads

The subject parcel and the nearby area along Becks Lake Road and Stone Boulevard are located within a Wellhead Protection Area (WHPA), 20 year travel time contour. The wellhead is located on the south side of Becks Lake Road approximately 1,250 feet from the western corner of the northern parcel boundary. A map of the wellhead and WHPA in relation to the subject parcel has been attached. No water use or hazardous materials storage is being proposed onsite that would appear to adversely impact the well. Coordination with the ECUA and Escambia County has been initiated to determine whether a groundwater/wellhead impact report will be required to assess impacts on the groundwater supply and recharge potential of the area and existing wellhead location.

Historically Significant Sites

Pursuant to the attached Master Site File request from the State of Florida Division of Historical Resources (DHR), there are no previously recorded archaeological sites, historic structures, or National Register of Historic Places properties located within the project parcel. One archaeological site, a farmstead, is mapped on an adjacent property to the south in an existing industrial land use area. Due to the proximity of recorded archaeological sites and historical structures, however, it was the recommendation of the State Historic Preservation Office (SHPO) that a cultural resources survey be performed onsite by a professional archaeological consulting firm.

Pursuant to the SHPO request, a cultural resources survey was conducted on the project site by South Arc, Inc. in October 2011. No prehistoric or historic artifacts with significant research potential were recovered from this site. South Arc, Inc. concluded that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural or archaeological value; therefore, they recommended no further research of the subject parcel be required. A copy of the subsequent DHR letter response concurring with this recommendation has been attached.

Natural Resources

<u>Wetlands</u>

Wetland resources were identified on the subject parcel during environmental site assessments conducted by Kleinfelder. All onsite wetlands were delineated by Kleinfelder staff pursuant to Chapter 62-340, F.A.C., the Corps of Engineers Wetland Delineation Manual (1987), and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Atlantic and Gulf Coastal Plain Region (Version 2.0). Jurisdictional wetland limits were flagged in the field and recorded using a sub-meter Topcon GMS-2 GPS unit with a Topcon BR-1 beacon receiver. A map of the

onsite wetland lines with the flag locations has been attached as Figure 2. These wetlands were field inspected and verified by both the NWFWMD and ACOE via informal jurisdictional wetland determinations.

Two mixed forested wetland systems were identified onsite which are portions of larger systems that continue outside the parcel and larger project area and drain into off-site wetlands and water bodies. The northern forested wetland is adjacent to the existing industrial complex and extends offsite to the north. Portions of the intervening area to the south between the wetland and industrial complex have been bermed and sloped presumably to act as a buffer and prevent stormwater runoff, although an inspection of the wetland interior revealed the presence of stormwater runoff probably originating from the industrial complex. The eastern forested wetland is a seepage slope which extends off-site to the east. Pursuant to USGS mapping, both forested wetlands appear to drain off-site into Big Rock Creek, which in turn drains into the Escambia River.

Sweetbay (*Magnolia virginiana*) was the dominant tree species in this wetlands; additional trees included slash pine, swamp tupelo, red maple, and swamp dogwood (*Cornus foemina*). Observed shrub species include Florida anise (*Illicium floridanum*), titi (*Cyrilla racemiflora*), pepperbush (*Clethra alnifolia*), highbush blueberry (*Vaccinium corymbosum*), southern arrowwood (*Viburnum dentatum*), sweet gallberry (*Ilex coriacea*), black willow (*Salix nigra*), Virginia willow (*Itea virginica*), and swamp azalea (*Rhododendron viscosum*). Herbaceous species include netted chainfern (*Woodwardia areolata*), green arum (*Peltandra virginica*), cinnamon fern (*Osmunda cinnamomea*), royal fern (*Osmunda regalis*), marsh fern (*Thelypteris* sp.), rushes (*Juncus* spp.), and caric sedges (*Carex* spp.). Several exotic species were observed in these wetlands, including chinaberry (*Melia azedarach*), Chinese privet (*Ligustrum sinense*), Japanese climbing fern (*Lygodium japonicum*), bamboo (*Phyllostachys* sp.), and climbing hempvine (*Mikania scandens*). Bamboo was particularly dense along the wetland edges.

No direct impacts are occurring within the subject parcel; however, some impacts to Wetland A were necessitated in association with the larger project area due to the site layout, and the configuration and curve radii design requirements of the railway. Because of the shape of Wetland A which contains a finger extending southward from the northern boundary, the width of the project area, and limitations on the degree of the curve associated with the proposed rail tracks on the terminal site, wetland impacts were unavoidable. Additionally, because of the steeply sloping topography in this area, additional fill material required in association with the minimum required 4:1 bank sloping to support and maintain level tracks will result in additional impacts.

Secondary impacts to project wetlands were also assessed where the inclusion of a 30 foot wide average upland buffer was not possible. Secondary impacts were assessed 50 feet waterward of the limits of

disturbance associated with Wetland A and adjacent to Wetland B, where due to the curve radii requirements an appropriate upland buffer was not practicable between the wetland line and grading associated with the railway slope. A secondary impact area of 50 feet was deemed appropriate because of the secondary impacts that are already occurring in association with the existing industrial use and the presence of an existing forested wetland buffer. Only the secondary impacts to Wetland B are related to the subject parcel.

Pursuant to 62-345, FAC, the functional value of all the project related wetlands and surface waters proposed for impact and the resulting loss of function due to the impacts were assessed using the Uniform Mitigation Assessment Method (UMAM). Based on the UMAM assessments, the sum of the proposed direct and secondary impacts to NWFWMD and ACOE jurisdictional wetlands and surface waters will result in a total loss of 0.42 UMAM units of wetland function. To compensate for the estimated functional loss of 0.42 UMAM units 0.5 forested UMAM credits were purchased from the Pensacola Bay Mitigation Bank. The UMAM assessment worksheets and bill of sale from the mitigation bank have been attached.

Special Flood Hazard Areas

According to the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM) panel #9617, the subject parcel and larger project site are mapped as Zone X (Figure 5). Areas classified as Zone X have a minimal probability of flooding and are typically found at elevations above the 500-year floodplain. As such, no special flood hazard areas are found onsite.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

RESPONSE: Existing forested upland and wetland buffers will be left intact to protect lower intensity uses from more intensive issues. All existing lower intensity uses will be buffered as well as potential future development associated with approved uses on adjacent FLUM designations and zoning districts. Most of the existiing surrounding development consists of industrial land uses. In fact, impacts from the proposed project with which the parcel is associated are anticipated to be less than those currently associated with the existing industrial site. Some residential development is present in the surrounding area although it is at a distance where on and off site forested buffers should provide more than sufficient protection.

FLU 1.2.2 LDC Provisions. Escambia County shall include provisions in the LDC that require identification and preservation of significant archeological and/or historic sites or structures within the County. The provisions will include protection for all sites listed on the Florida Master Site File and will be developed in cooperation with the Department of State, Division of Historical Resources. The provisions also will include requirements that provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

RESPONSE: As indicated in the previous section addressing historically significant sites, a cultural resources survey conducted by SouthArc determined the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural or archaeological value. A DHR letter concurring with this recommendation has been attached.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure,

the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

Response: An amendment of the FLUM designation on the subject parcel from MU-S to I would encourage redevelopment of underutilized properties to maximize development densities/intensities and promote the efficient use of existing public roads, utilities and service infrastructure.

FLU 2.1.1 Infrastructure Capacities. Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: The parcel on which the FLUM amendment from MU-S to I is being requested is located in an area with infrastructure capacities sufficient to meet demands and capacities in excess of current or projected demand.

MOB 1.1.1 New Development. Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County's road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: The developer intends to cover all costs associated with the proposed project, including any associated with transportation improvements if necessary.

MOB 1.1.2 Level of Service (LOS) Standards. Levels of Service (LOS) based on annualized p.m. peak hour conditions will be used to evaluate facility capacity and for issuance of development orders. LOS standards for all roadways are hereby established as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes - Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.

RESPONSE: The proposed development will not degrade Highway 90 which is designated by the Florida Department of Transportation as a Principle Arterial roadway with an adopted Level of Service Standard of "0".

MOB 1.1.3 On-site Facilities. All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development.

RESPONSE: Pursuant to the attached plans, the site entrance will be located on the north side of Stone Boulevard. From the entrance, haul truck traffic will proceed to the scale loop to be weighed before proceeding to the radial stacker. Materials will be stockpiled on the east and west side of the stacker. Those trucks that load material from the east side will follow a haul road to the east that loops them back around to the scale where they will be weighed before exiting the site. Those that pick up material on the west side do not have a turn-around loop, and thus, will need to back out after loading after which they will proceed to the scale to be weighed before exiting.

INF 3.1.8 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

RESPONSE: The stormwater management facilities being proposed in association with this development have been designed and will be installed at the developer's expense.

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: While potable water is not currently being proposed in association with proposed project, any water line extensions required in the future will be paid for by the developer.

INF 5.1.3 Wellhead Protection. Wellhead protection zones shall be located based in part upon the most current NWFWMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards.

RESPONSE: The subject parcel and project area are located within a Wellhead Protection Area (WHPA), 20 year travel time contour. The wellhead is located on the south side of Becks Lake Road approximately 1,250 feet from the western corner of the northern parcel boundary as shown on the attached map. No water use or

hazardous materials storage is being proposed onsite that would appear to adversely impact the well. Coordination with the ECUA and Escambia County has been initiated to determine whether a groundwater/wellhead impact report will be required to assess impacts on the groundwater supply and recharge potential of the area and existing wellhead location.

CON 1.1.1 Environmentally Sensitive Lands. Escambia County shall inventory the County's environmentally sensitive lands as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map.

RESPONSE: Onsite wetlands are present and were delineated pursuant to state and federal criteria. The delineated and verified lines are shown in the attached Figures 2 and 4. No wetlands will directly be impacted on the subject parcel; however wetland impacts within the larger project area were unavoidable due to the site layout and the necessary configuration, curve radii, and bank sloping associated with the rail design.

Secondary impacts were also assessed 50 feet waterward of the limits of disturbance where due to the curve radii requirements an appropriate 30 foot upland buffer was not practicable between the wetland limits and grading associated with the rail slope. Secondary impacts were assessed to Wetlands A and B; however, only the secondary impacts to Wetland B are located on the subject parcel. Impacts are shown in Figure 4 and the attributed 0.42 units of functional loss were determined via the attached UMAM worksheets. Proposed mitigation includes the purchase of 0.5 forested UMAM credits from the Pensacola Bay Mitigation Bank which were purchased in advance. Pursuant to FEMA/FIRM data provided in Figure 5, there are no Special Flood Hazard Areas mapped on the subject parcel or larger project area.

CON 1.3.1 Stormwater Management Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: Plans depicting stormwater management and treatment which meet county and state requirements have been submitted to the county as part of the site plan approval application and to the NWFWMD as part of an ERP application and are attached for review and approval to assure compliance with this requirement.

Conclusion

Based on the data and analysis provided above this proposed large scale FLUM amendment would not only be consistent with the Comprehensive Plan of Escambia County but would also compliment and further the goals of this plan. Widespread industrial development within the surrounding area is conducive to the proposed industrial use of this parcel.

Recorded in Public Records 12/19/2011 at 04:25 PM OR Book 6798 Page 1580, Instrument #2011090022, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $1283.80

RETURN TO:
McDonald Fleming Moorhead
4636 Summerdale Blvd.
Pace. FL 32571
SRM-11-4885

Prepared By:
Ashley S. Harris, Esq.
Adams and Reese LLP
Post Office Box 1348
Mobile, Alabama 36633
(251) 433-3234

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **SEVEN STATES TIMBERLANDS, LLC**, a Delaware limited liability company ("Grantor"), with a mailing address of c/o Molpus Timberlands Management LLC, 178 Bonhomie Road, Hattiesburg, MS 39401 for and in consideration of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **BLACK GOLD OF NORTHWEST FLORIDA, LLC**, a Florida limited liability company ("Grantee"), with a mailing address of 106 Stone Boulevard, Cantonment, Florida 32533 does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained or mentioned, hereby grants, bargains, sells and conveys unto Grantee, that certain real property ("Property") situated in Escambia County, Florida, as is more particularly described on Exhibit "A," which is attached hereto and adopted and incorporated herein as if fully set out, TOGETHER, with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

Grantor does bind Grantor and its successors and assigns to warrant and forever defend the title to the Property to the Grantee and its successors and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise, and any such warranties of title shall be subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out. Such matters are not reimposed. Except for the warranties of title contained herein, Grantor makes no warranty whatsoever, whether express or implied and conveys the Property to Grantee "AS IS" with all faults.

All recording references in this deed are to the public records of the Clerk of Escambia County, Florida.

IN WITNESS WHEREOF, Grantor has caused its name to be duly executed to this deed on this the 13 day of December, 2011 to be effective on the 15th day of December, 2011.

SEVEN STATES TIMBERLANDS, LLC
A Delaware limited liability company

BY: _____
Name: Ken Sewell
Title: Chief Operating Officer of
Molpus Timberlands Management, LLC,
its authorized agent and property manager

STATE OF Mississippi

COUNTY OF Forrest

The foregoing instrument was acknowledged before me this 13th of December, 2011, by Ken Sewell as Chief Operating Office of Molpus Timberlands Management, LLC, a Mississippi limited liability company, who is personally known to me.

_____
NOTARY PUBLIC
My Commission Expires: 03-01-2014

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99387 STEPHANIE L. LOWERY Commission Expires March 1, 2014 COVINGTON COUNTY

(SEAL)

Attachments:
Exhibit "A"- Description of the Property
Exhibit "B"- Statutory Warranty Exceptions

Exhibit "A"

(The Premises – Tranche One)

Description of the Property

All recording references herein are to the records appearing in the land records of Escambia County, Florida, unless otherwise indicated.

TRANCHE ONE PROPERTY

Township 1 North, Range 31 West

Section 14: Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence South 33 degrees 15 minutes 05 seconds East along the East line of said Section 14 for a distance of 488.2 feet to the South line of the property described in Official Records Book 5708, at Page 434 and the Point of Beginning; thence continue South 33 degrees 15 minutes 05 seconds East along said East line for 1536.26 feet to the South line of the parcel described in Deed Book 254, at Page 42; thence South 61 degrees 01 minutes 23 seconds West along said South line for 712.31 feet to the Easterly line of the parcel deeded to Project 1378 as recorded in Official Record Book 2213 at Page 360; thence North 29 degrees 44 minutes 37 seconds West along said line and the extension thereof for 772.38 feet to the Northerly right-of-way line of the road deeded to Escambia County recorded in Official Record Book 2198, at Page 68 and the South line of said property described in Official Records Book 5708 at Page 434; thence North 60 degrees 15 minutes 23 seconds East along an extension of said right-of-way line and said South property line for 400.05 feet; thence North 29 degrees 44 minutes 37 seconds West along said East line of said property described in Official Records Book 5708 at Page 434 for 604.95 feet; thence North 58 degrees 01 minutes 40 seconds East along the South line of said property described in Official Records Book 5708 at Page 434 for 226.83 feet to the Point of Beginning.

Grantor reserves for itself, its successors and assigns, a non-exclusive easement for ingress and egress across all existing roads on the Property. This reservation shall expire, and all rights reserved herein shall revert to the Grantee, upon conveyance by Grantor to Grantee of Grantor's interest in Lots 26, 46, 47, 48 and 49 of Leonard Tract Subdivision as recorded in Deed Book 100, at Page 171, located in Section 11, Township 1 North, Range 31 West, of Escambia County, Florida.

Exhibit B
Escambia County, Florida

Exceptions to Any and All Warranties of Title

1. "**Permitted Exceptions**" shall mean: (a) the lien for ad valorem taxes not yet due and payable; (b) all oil, gas and other minerals as may have been previously reserved by or conveyed to others and any mineral leases or other documents concerning the mineral estate; (c) all rights, easements and servitudes incident to and a part of the mineral estate underlying the Property and all oil, gas, salt water or disposal wells sites; and (d) boundary line disputes, overlaps, encroachments, graveyards, the names of roads, rivers, or other monuments in legal descriptions, the precise location of property having an indefinite description which would be disclosed by an accurate survey and inspection of the Property and shall further include the following:

2. Oil, gas and mineral reservations contained in instrument recorded in OR Book 394, Page 468.

3. Mineral and Royalty Deed by International Paper Company and others to Pure Resources, L.P., recorded in OR Book 4681, Page 530.

4. Surface Use Restrictions Agreement between International Paper and others, and Pure Resources, L.P., recorded in OR Book 4960, Page 524.

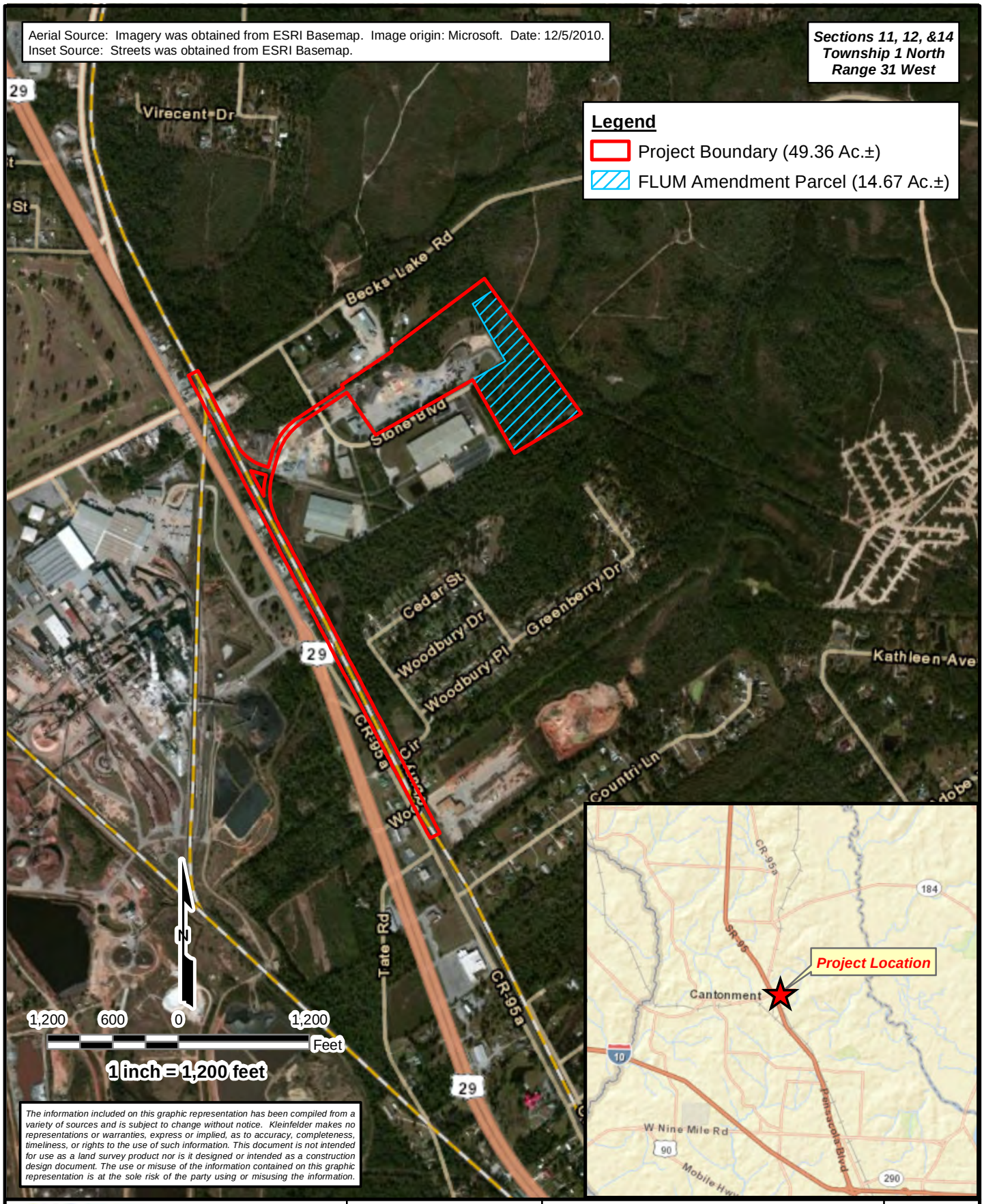
5. Mineral and Royalty Deed from Pure Resources, L.P., to Black Stone Ivory Acquisitions Partners, L.P., recorded in OR Book 5452, Page 906.

6. Mineral and Royalty Deed from Black Stone Ivory Acquisitions Partners, L.P., et al. recorded in OR Book 5452, Page 938.

7. Easement granted to Gulf Power Company by instrument recorded in Deed Book 294, Page 17.

8. Easement recorded in OR Book 2249, Page 796 and 809.

9. Deeds to Escambia County recorded in OR Book 2198, Page 68, and OR Book 3566, Page 373, for road purposes.



The information included on this graphic representation has been compiled from a variety of sources and is subject to change without notice. Kleinfelder makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a land survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.

KLEINFELDER
Bright People. Right Solutions.
www.kleinfelder.com

PROJECT NO.	117823
DRAWN:	1/16/14
DRAWN BY:	NL
CHECKED BY:	BN
FILE NAME: 14-0114--Cantonment -FLUM-Location.mxd	

Location Map

Vulcan Materials Company
Cantonment Terminal Facility
Escambia County, Florida
FLUM Amendment Application

FIGURE

1

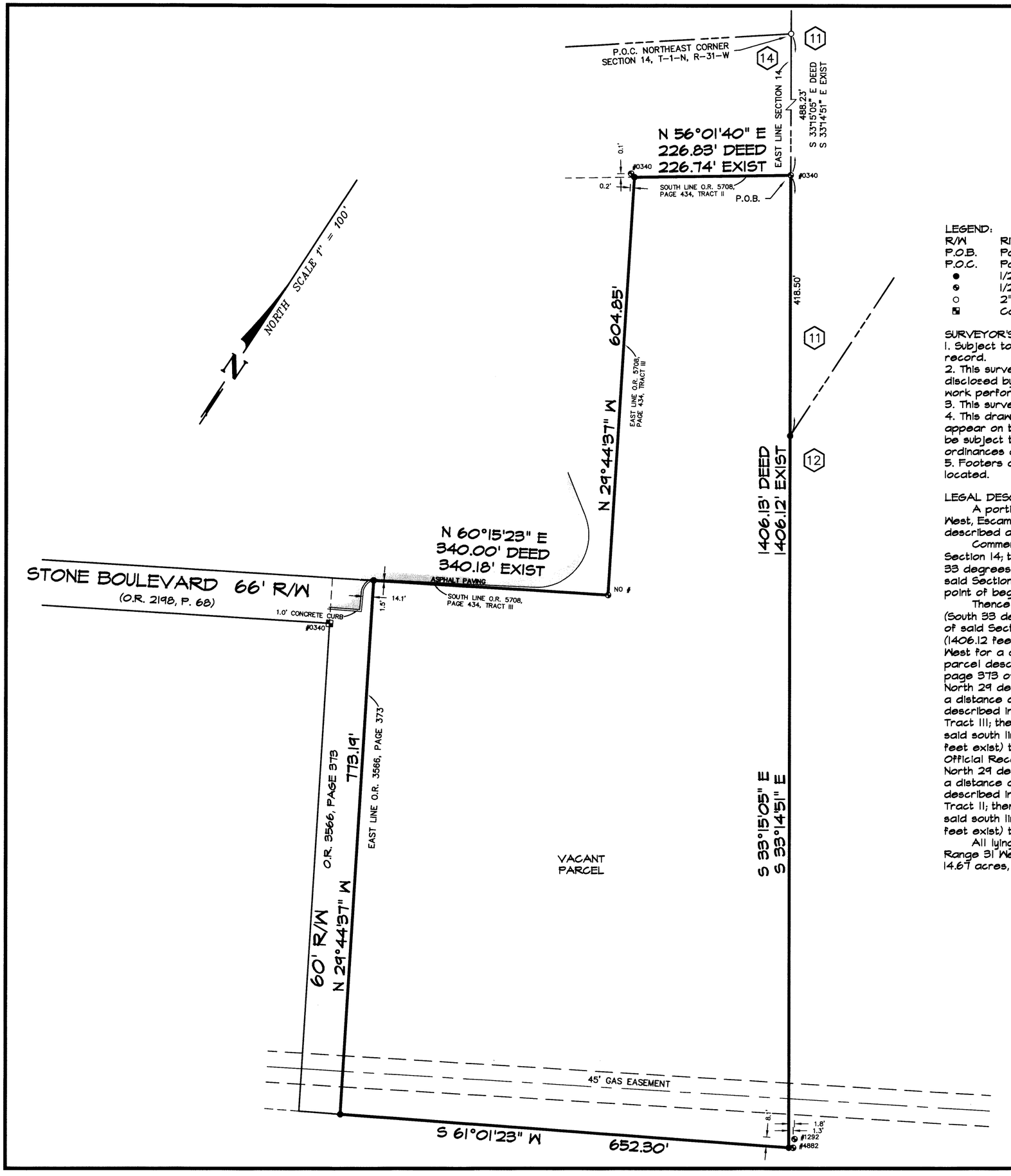
Full Legal Description for Parcel Reference ID #141N311001011002

A portion of Section 14, Township I North, Range 31 West, Escambia County, Florida; more particularly described as follows:

Commence at the northeast corner of said Section 14; thence South 33 degrees 15'05" East (South 33 degrees 14’51" East exist) along the east line of said Section 14 for a distance of 488.23 feet for the point of beginning.

Thence continue South 33 degrees 15'05" East (South 33 degrees 14'51" East exist) along the east line of said Section 14 for a distance of 1406.13 feet (1406.12 feet exist); thence South 61 degrees 01'23" West for a distance of 652.30 feet to the east line of parcel described In Official Record Book 3566 at page 373 of the public records of said County; thence North 29 degrees 44’37" West along said east line for a distance of 773.19 feet to the south line of parcel described In Official Record Book 5708, page 434, Tract 111; thence North 60 degrees 15'23" East along sold south line for a distance of 340.00 feet (340.18 feet exist) to the east line of parcel described In Official Record Book 5708, page 434, Tract 111; thence North 29 degrees 44’37" West along said east line for a distance of 604.85 feet to the south line of parcel described in Official Record Book 5708, page 434, tract 111; thence North 56 degrees 01’40” East along said south line for a distance of 226.83 feet (226.74 feet exist) to the point of beginning.

All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida. Containing 14.67 acres, more or less.



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
●	1/2" Capped iron rod set #7073
⊗	1/2" Capped iron rod found # noted
○	2" Iron pipe found
▣	Concrete monument found #0340

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

A portion of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; more particularly described as follows:

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All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida. Containing 14.67 acres, more or less.

A BOUNDARY SURVEY AND LEGAL DESCRIPTION

Measurements made in accordance with United States Standards.

PITMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32501
(850) 434-6666 FAX (850) 434-6661
EMAIL pgasurvey@bellsouth.net

Source of information TAX MAPS; PUBLIC RECORDS; SURVEY'S BY THIS FIRM AND BDE;

Bearing Reference NORTH BASED ON THE EAST LINE OF SECTION 14
AS S 33°14'51" E

Ordered By MR. DAVID WHITEHOUSE Elevation Reference _____

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administration Code, pursuant to Section 472.027 Florida Statutes

Walter J. Glaze
■ PSM #6190

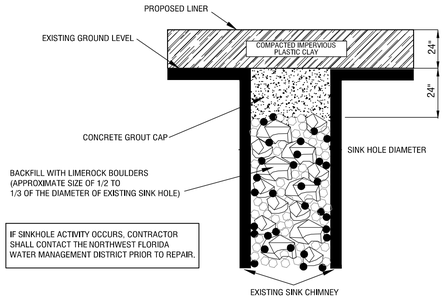
David D. Glaze
☐ PSM #5605

SHEET 1 OF 1

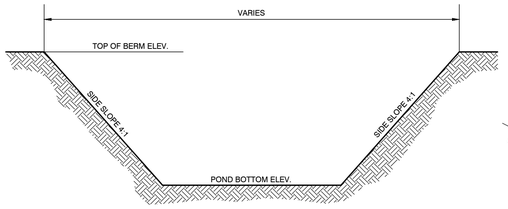
LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

SCALE	1" = 100'
FILE NO.	E-3749
JOB NO.	33748-08
FB 1333 PG	59-68
FB ____ PG	
Date of Survey	8-26-08
Date of Plat	8-28-08
Encroachments	
Drawn by	PMJ



TYPICAL SINK CHIMNEY REPAIR DETAIL



NOTES:
1. SOD ALL POND & SWALE SIDE SLOPES.
2. SEED AND MULCH POND BOTTOMS.
3. SOD ALL SLOPES TYING BACK INTO EXIST. GRADE.
4. SEED AND MULCH ALL OTHER DISTURBED AREAS.

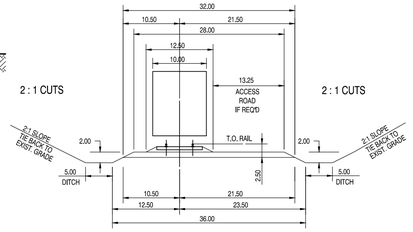
TYPICAL POND SECTION PROPOSED D.R.A.

POND NO.	TOP OF BERM	BTM. ELEV.	WEIR ELEV.	SLOPE (MAX.)
1	120.00	115.00	N/A	4:1

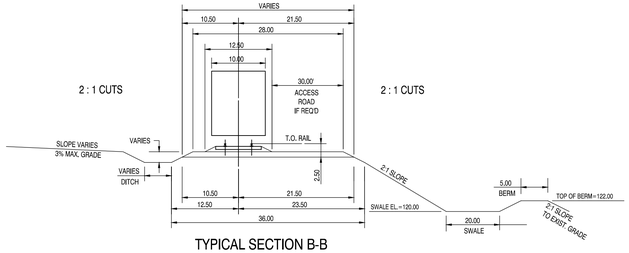
NOTE:
ELEVATIONS SHOWN ON PLAN ARE IN NAVD 88 DATUM.

LEGEND

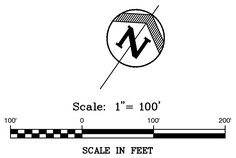
DRAINAGE BASIN LINE

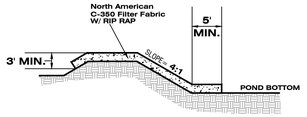


TYPICAL SECTION A-A
TYPICAL FILL & RAIL BED
2 : 1 CUT U.N.O.
T.O. OF SUB BALLAST GRADED AWAY FROM RAIL AT 40:1



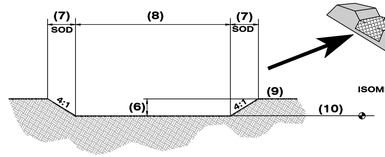
TYPICAL SECTION B-B
TYPICAL FILL & RAIL BED
2 : 1 CUT U.N.O.
T.O. OF SUB BALLAST GRADED AWAY FROM RAIL AT 40:1

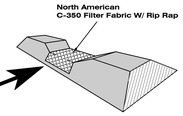




CONCRETE WEIR SECTION

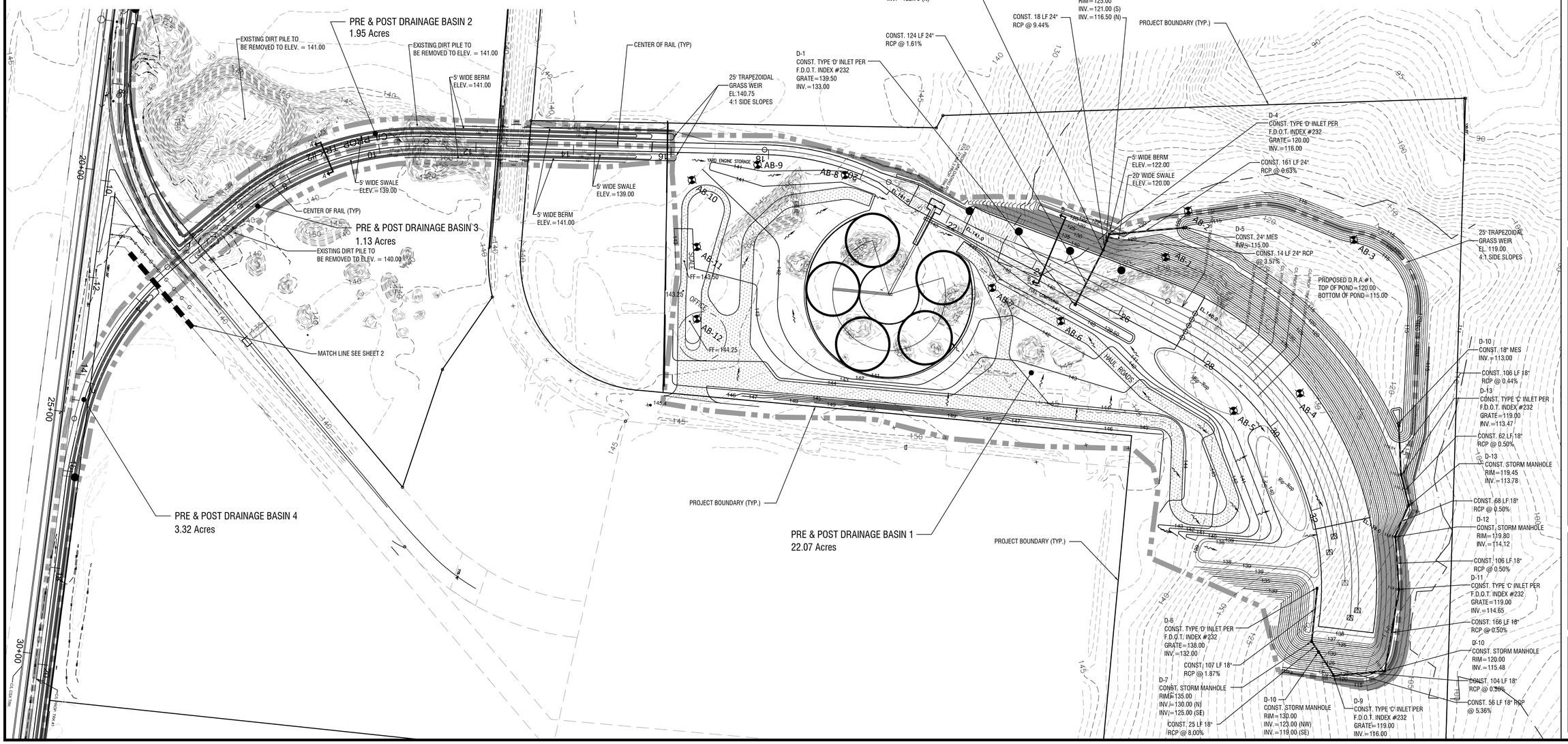
NTS





TYPICAL WEIR SECTION
(FOR WET RETENTION)

	WEIR SECTION DATA				
WRA NUMBER	(6) (ft)	(7) (ft)	(8) (ft)	(9) (elev)	(10) (elev)
D.R.A. 1	1.00'	4.00'	25.00'	120.00	119.00



DATE	REVISION
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CANTONMENT TERMINAL

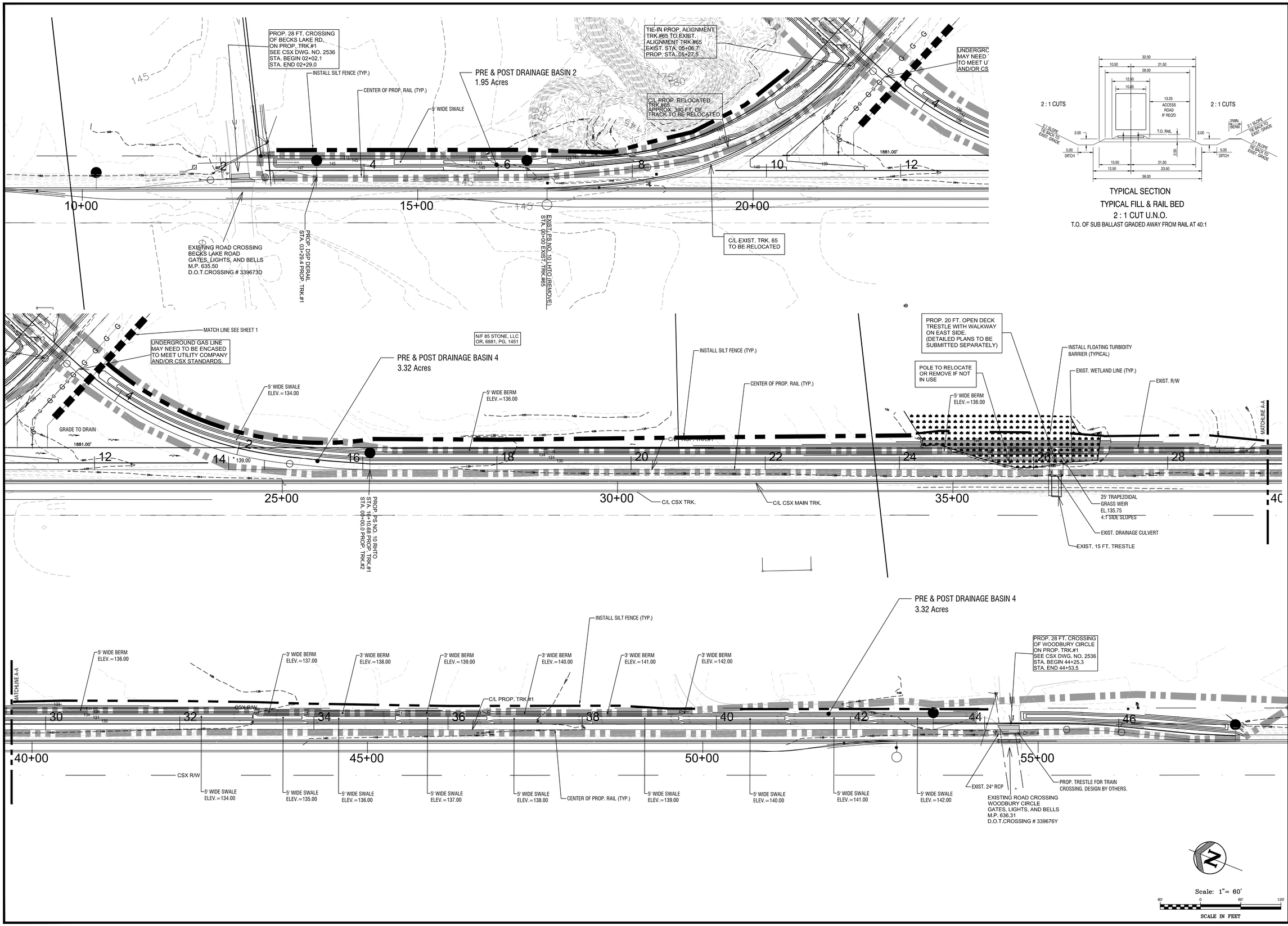
DRAINAGE PLAN

BOOTH ERN STRAUGHAN HIOTT, INC
ENGINEERS • SURVEYORS • LAND PLANNERS
350 North Sinclair Ave.
Tavares, Florida 32778
www.besandh.com
Office: 352-343.8481
Fax: 352-343.8495
Certificate of Authorization Number: 27029

DATE:	JUNE 2013
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY.:	DKB
JOB NO.:	111026.0000
FILE NAME:	CANTONMENT

Sheet 1

Charles C. Hiott, P.E.
Registered Eng 54813



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CANTONMENT TERMINAL

DRAINAGE PLAN

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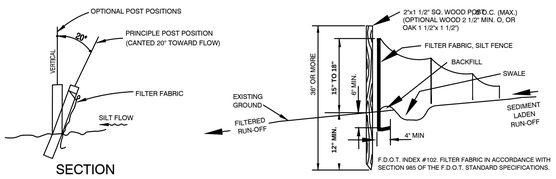
Sheet 2

Charles C. Hiott, P.E.
Registered Eng 54813



NOTE : THE CONTRACTOR SHALL APPLY WITH AND OBTAIN NPDES PERMIT FROM THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (FDEP).

EROSION AND SEDIMENT CONTROL

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURINS AND AFTER CONSTRUCTION OF THE PROJECT.

EROSION AND SEDIMENT CONTROLS

A. EROSION CONTROL DURING CONSTRUCTION

1. Temporary erosion control structures shall be utilized during construction at areas on-site where unstabilized grades may cause erosion problems. Erosion control structures may be removed after upslope area has been stabilized by sod or compacted as determined by the Contractor.

2. Temporary erosion and sediment control measures shall be coordinated with permanent measures to assure economical, effective and continuous control throughout the construction phase. Temporary measures shall not be constructed for expediency in lieu of permanent measures.

3. Permanent erosion and sediment control measures shall be installed at the earliest practicable time consistent with good construction practices. One of the first construction activities should be the placement of permanent and temporary erosion and sediment control measures around the perimeter of the project or the initial work area to protect the project, adjacent properties and water resources.

4. Storm water management areas, storm sewer system and control structures shall be excavated to rough grade prior to building construction or placement of impervious surfaces within the area to be served by those facilities. To prevent reduction in storage volume and percolation rate, all accumulated sediment will be removed from the storm water facilities prior to final grading, stabilization and grassing.

5. Erosion control structures, such as silt fence and berms, shall be installed around inlets and in swales to trap eroded material, prevent sedimentation in down stream areas and keep runoff velocities low.

6. The contractor shall minimize the extent of area exposed at any one time and the duration of exposure.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas no more than fourteen (14) days after the construction activity in any portion of the site that has ceased.

8. The contractor will install a permanent protective vegetative cover for erosion and sediment control on all land surfaces disturbed by construction. This protective cover must be installed within fourteen (14) days after final grading of the effected land surfaces. A permanent vegetative cover must be established within sixty (60) days after planting or installation.

9. Erosion and sediment control measures shall be adequately maintained to perform their intended function during construction of the project. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half the height of the barrier.

10. Placement of barriers or necessary repairs to barriers shall be accomplished promptly.

11. Material from sediment traps shall not be stock piled or disposed of in a manner which makes them readily susceptible to being washed into any water course by runoff or high water.

12. Any accumulated sediment deposits remaining in place after the barriers are no longer required shall be dressed to conform to the existing grade, prepared and seeded.

13. To provide dust control, a contractor shall provide a water truck or irrigation system as needed, to maintain soil moisture.

14. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the contractor must implement additional best management practices as necessary, in accordance with the specification in Section 6 of the Florida Land Development Manual: A Guide to Land and Water Management (Florida Department of Environmental Regulation, 1988).

B. PERMANENT STABILIZATION

Where construction is complete, permanent vegetation shall be installed as specified on the construction plans and in accordance with the construction specification documents. Permanent vegetation will include sod or seed and mulch.

STORM WATER MANAGEMENT SYSTEM

The stormwater retention ponds shall be excavated to rough grade prior to building construction or placement of impervious surfaces within the drainage area served by this facility. All accumulated sediment must be removed from the retention pond prior to final grading, stabilizing and grassing.

A. OFFSITE VEHICLE TRACKING

Paved streets adjacent to the construction site entrance will be swept as needed to prevent excess mud, dirt or rock from leaving the construction site. All dump trucks hauling material to and from the construction site will be covered with a tarp. Temporary stabilized or rock construction entrance may be required to remove excess dirt and mud from tires before construction vehicles enter adjacent paved streets.

TIMING OF SEDIMENT AND EROSION CONTROL MEASURES

A silt fence shall be installed prior to any construction activity. A retention ponds and the storm water conveyance system shall be constructed prior to the placement of any impervious area. Areas where construction activity temporarily ceases for more than 14-days shall be stabilized with temporary seed and mulch. Once construction activity ceases permanently in any area, that area will be stabilized with permanent seed and mulch or sod. After the entire site is stabilized, the accumulated sediment within any catch basin, storm pipes or retention ponds will be removed.

LEGEND

SILT FENCE

1. CONTRACTOR TO DESILT ALL PIPES PRIOR TO COMPLETION OF CONSTRUCTION OF PROJECT.

2. SILT FENCE SHOWN IS STRICTLY SCHEMATIC, FOR ILLUSTRATION ONLY, ALL FENCE TO BE WITHIN THE PROPERTY LINE OF THE PROJECT SITE.

Scale: 1"= 100'

100' 0 100' 200'

SCALE IN FEET

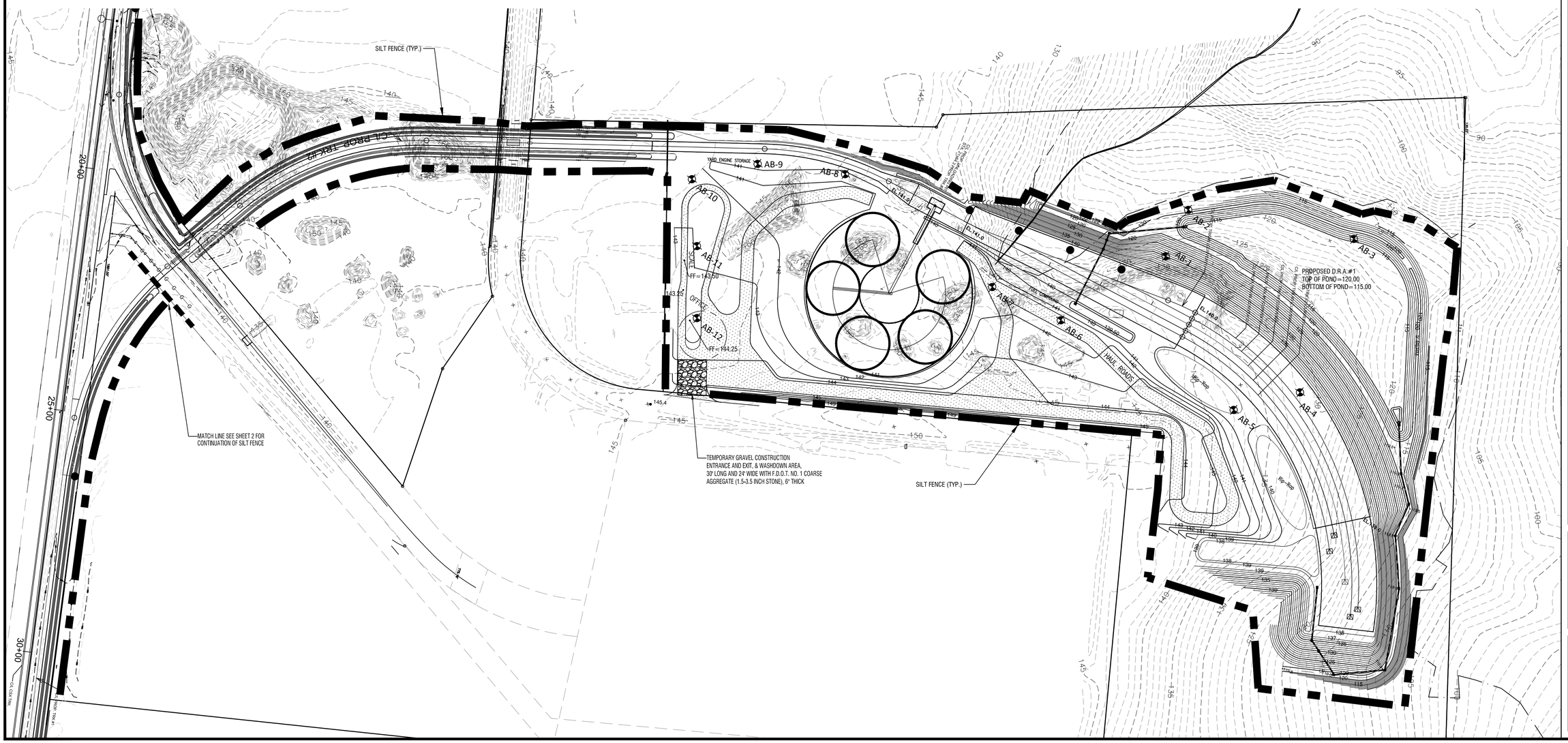
TEMPORARY CONSTRUCTION ENTRANCE

1. THE AREA OF THE ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL. A GEOTEXTILE SHOULD BE LAID DOWN TO IMPROVE STABILITY AND SIMPLIFY MAINTENANCE. THE GRAVEL SHELL THEN BE PLACED OVER THE GEOTEXTILE TO THE SPECIFIED DIMENSIONS.

2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF MUD ONTO PUBLIC ROADS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, OR TRACKED FROM VEHICLES ONTO ROADWAYS MUST BE REMOVED IMMEDIATELY. LOOK FOR SIGNS OF TRUCKS AND TRAILERED EQUIPMENT "CUTTING CORNERS" WHERE THE GRAVEL MEETS THE ROADWAY. SWEEP THE PAVED ROAD DAILY FOR SEDIMENTS

NOTE:

VULCAN CONSTRUCTION MATERIALS, LP WILL BE RESPONSIBLE FOR MONITORING CONSTRUCTIION, SUBMITTING THE NOTICE OF CONSTRUCTION COMMENCEMENT, AND SUBMIT ASBUILT CERIFICATIONS WHEN PROJECT IS COMPLETED.



DATE	REVISION
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CANTONMENT TERMINAL

EROSION CONTROL PLAN

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CHECKED BY.:	DKB
JOB NO.:	111026.0000
FILE NAME:	CANTONMENT

Sheet 3

Charles C. Hiott, P.E.
Registered Eng 54813

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

September 8, 2011

Florida Master Site File

Mr. Evan T. McClung
Senior Environmental Scientist
Kleinfelder
1174 Camp Avenue
Mt. Dora, FL 32757
Phone: 352.383.1444 (ext. 3006)
Email: emcclung@kleinfelder.com

In response to your inquiry of September 8, 2011, the Florida Master Site File lists five previously recorded archaeological sites, one resource group, and five standing structure found in the following sections of Escambia County:

T01N R31W Sections 11, 12 & 14

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

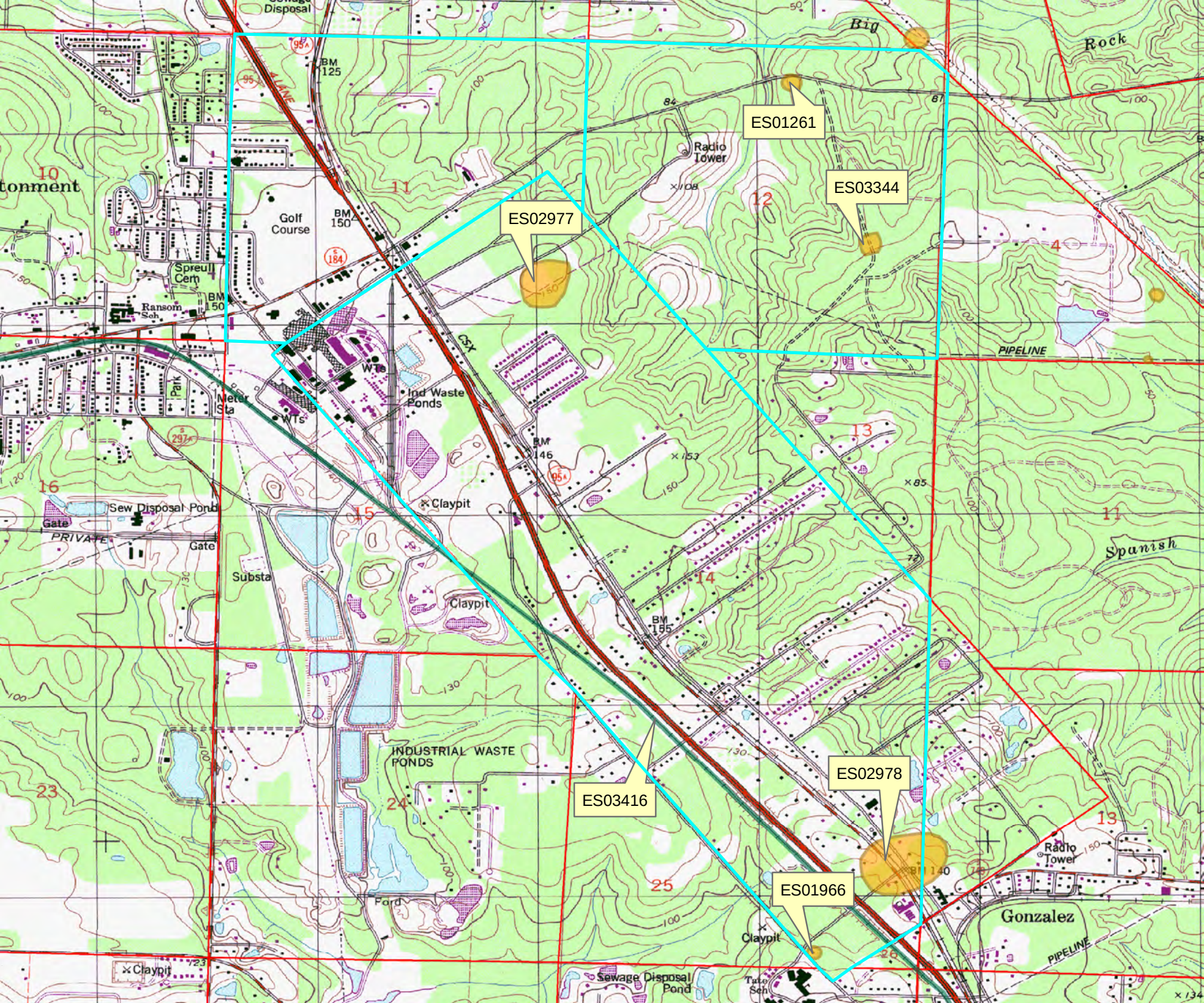
Sincerely,

Zan Rothrock
Archaeological Data Analyst
Florida Master Site File
Oscar.Rothrock@DOS.MyFlorida.com

CULTURAL RESOURCES REPORT

SITEID	FORMNO	T-R-S	CR	SITENAME	NRLIST	SURVEY	LOCATION	OTHER
ES00216	197907	01N/31W/14	SS	SUGGS-NIMS HOUSE			TATE RD, GONZALEZ	Uses: RESI, RESI Built: C1860
ES01261	198502	01N/31W/12	AR	SANDSTONE QUARRY			Map: CANT	Culture: ARC Sitetype: SCLI
ES01966	199210	01N/31W/14	AR	JORDAN MILL		3533	Map: CANT	Culture: 20TH Sitetype: MLLU
ES02197	199201	01N/31W/14	SS	JENNINGS HOUSE		3250	1474 CR95A, CENTURY	Uses: RESI, RESI Built: C1905
ES02198	199201	01N/31W/14	SS	1212 CR 95A		3250	1212 CR95A, GONZALEZ	Uses: RESI, RESI Built: C1910
ES02199	199201	01N/31W/14	SS	801 CR 95A		3250	801 CR95AA, GONZALEZ	Uses: RESI, RESI Built: C1925
ES02200	199201	01N/31W/14	SS	104 COUNTRI LN		3250	104 COUNTRI LN, GONZALEZ	Uses: RESI, RESI Built: C1935
ES02977	200006	01N/31W/14	AR	MANUEL GONZALEZ COMPLEX 1		6112	Map: CANT	Culture: SPN2 Sitetype: FARM
ES02978	200006	01N/30W/12	AR	MANUEL GONZALEZ COMPLEX 2		6112	Map: CANT	Culture: SPN2 Sitetype: FARM
ES03344	200705	01N/31W/12	AR	JOSHUA M. LEWIS HOMESTEAD		14226	Map: CANT	Culture: 19TH, 20TH Sitetype: HOME, LAND, OTHR, REFU, SCAR
ES03416	201008	01S/30W/11	RG	ST. LOUIS-SAN FRANCISCO RAILWAY	Eligib	18222	City: PENSACOLA	RG Type: LINE, # Cntrib Resources:

11 site(s) evaluated; 11 form(s) evaluated. (5 AR, 1 RG, 5 SS)
Print date: 9/8/2011 3:22:56 PM


ES01261
ES03344
ES02977
ES03416
ES02978
ES01966
Golf Course
Radio Tower
Spreul Cem
Ransom Sch
Meter Sta
Ind Waste Ponds
Sew Disposal Pond
Claypit
Substa
INDUSTRIAL WASTE PONDS
Sewage Disposal Pond
Gonzalez
PIPELINE
CSX
Big
Rock
Spanish

FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

Ms. Lucy Wayne, Ph.D.
SouthArc, Inc.
3700 N.W. 91st Street, Suite D300
Gainesville, Florida 32606-7307

December 13, 2011

Re: DHR Project File No.: 2011-04879 / Received by DHR: November 7, 2011
Cultural Resources Survey, Proposed Vulcan Materials Terminal Sites, Escambia, Walton, and Bay Counties, Florida

Dear Dr. Wayne:

Our office received and reviewed the above referenced survey report in accordance with Chapters 267 and 373 of the *Florida Statutes*, for possible adverse impact to cultural resources (any prehistoric or historic district, site, building, structure, or object) listed, or eligible for listing, in the National Register of Historic Places (NRHP).

In October 2011, SouthArc, Inc. conducted an archaeological and historical Phase I survey of three proposed terminal facilities on behalf of Vulcan Construction Materials, LP. SouthArc, Inc. identified one previously unrecorded archaeological site (8ES3641) and one previously unrecorded historic structure (8WL2583) within the project area during the investigation.

SouthArc, Inc. determined that historic site 8ES3641 may represent remains of the Manuel Gonzalez farmstead. However, based on low artifact density and high level of disturbance in the project area, Southarc, Inc. determined that Site 8ES3641 does not appear to have sufficient research potential to warrant listing in the NRHP.

SouthArc, Inc. determined that the feed shed (8WL2583) lacks historical or architectural significance and is not eligible for listing in the NRHP.

SouthArc, Inc. determined that the proposed terminal facilities will have no effect on cultural resources listed, or eligible for listing, in the NRHP, or otherwise of historical, archaeological, or architectural value. SouthArc, Inc. recommends no further investigation of the subject parcels.

Based on the information provided, our office concurs with these determinations and finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code.*

For any questions concerning our comments, please contact Rudy Westerman, Historic Preservationist, by electronic mail at rjwesterman@dos.state.fl.us, or by phone at 850.245.6333. We appreciate your continued interest in protecting Florida's historic properties.

Sincerely,

Laura A. Kammerer

Laura A. Kammerer
Historic Preservationist Supervisor
Compliance Review Section
Bureau of Historic Preservation

Source: The RGB one-foot orthophotos obtained from the Florida Department of Environmental Protection's Bureau of Survey and Mapping (LABINS Web Site). Source date: 2013.

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PROJECT NO.	117823
DRAWN:	1/16/14
DRAWN BY:	NL
CHECKED BY:	BN
FILE NAME:	14-0116--Cantonment -FLUM-Wetlands_SW ID.mxd

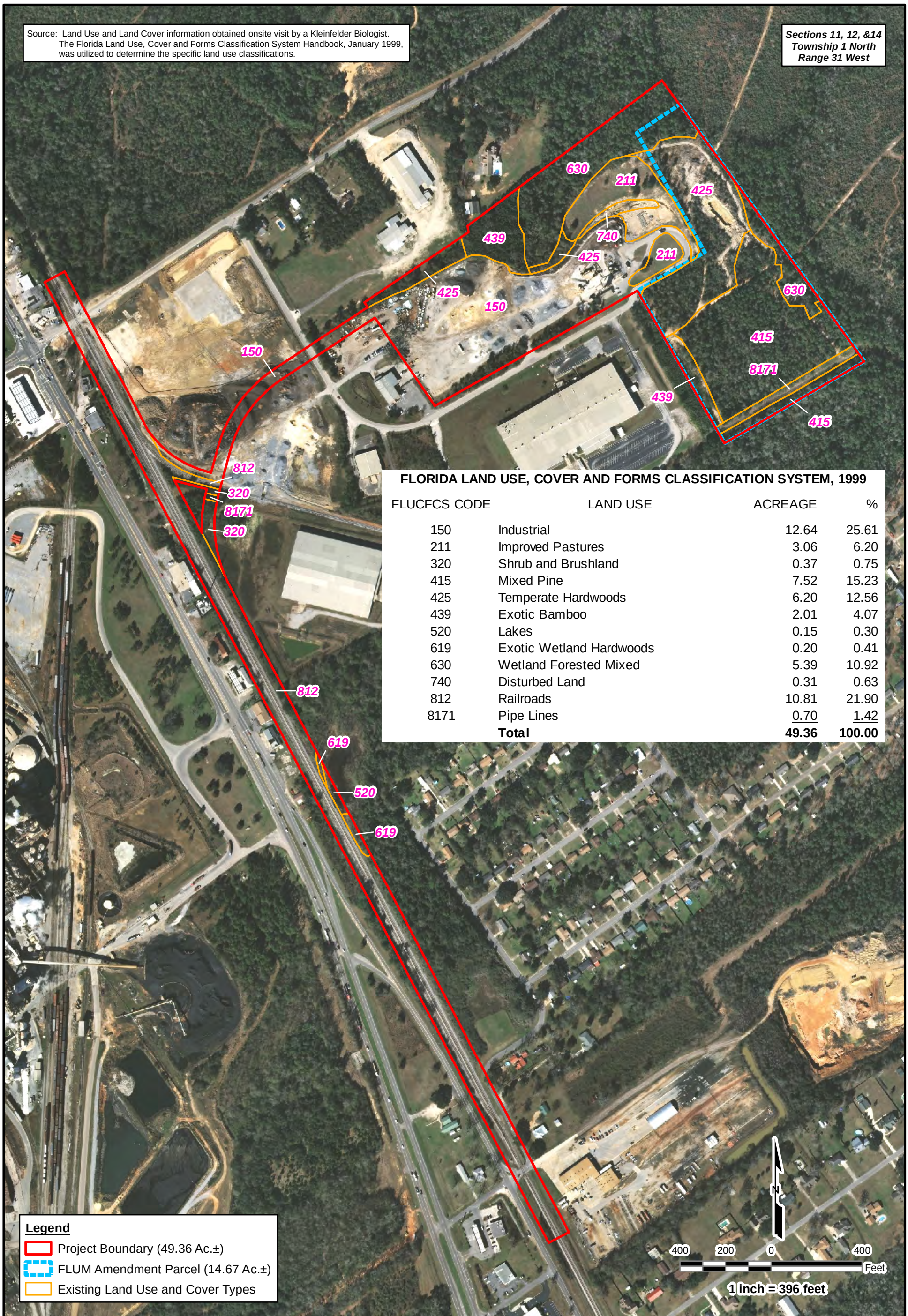
Wetland and Surface Water ID Map

Vulcan Materials Company
Cantonment Terminal Facility
Escambia County, Florida
FLUM Amendment Application

FIGURE
2

Source: Land Use and Land Cover information obtained onsite visit by a Kleinfelder Biologist. The Florida Land Use, Cover and Forms Classification System Handbook, January 1999, was utilized to determine the specific land use classifications.

Sections 11, 12, &14
Township 1 North
Range 31 West



FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM, 1999

FLUCFCS CODE	LAND USE	ACREAGE	%
150	Industrial	12.64	25.61
211	Improved Pastures	3.06	6.20
320	Shrub and Brushland	0.37	0.75
415	Mixed Pine	7.52	15.23
425	Temperate Hardwoods	6.20	12.56
439	Exotic Bamboo	2.01	4.07
520	Lakes	0.15	0.30
619	Exotic Wetland Hardwoods	0.20	0.41
630	Wetland Forested Mixed	5.39	10.92
740	Disturbed Land	0.31	0.63
812	Railroads	10.81	21.90
8171	Pipe Lines	0.70	1.42
	Total	**49.36**	**100.00**

Legend

- Project Boundary (49.36 Ac.±)
- FLUM Amendment Parcel (14.67 Ac.±)
- Existing Land Use and Cover Types

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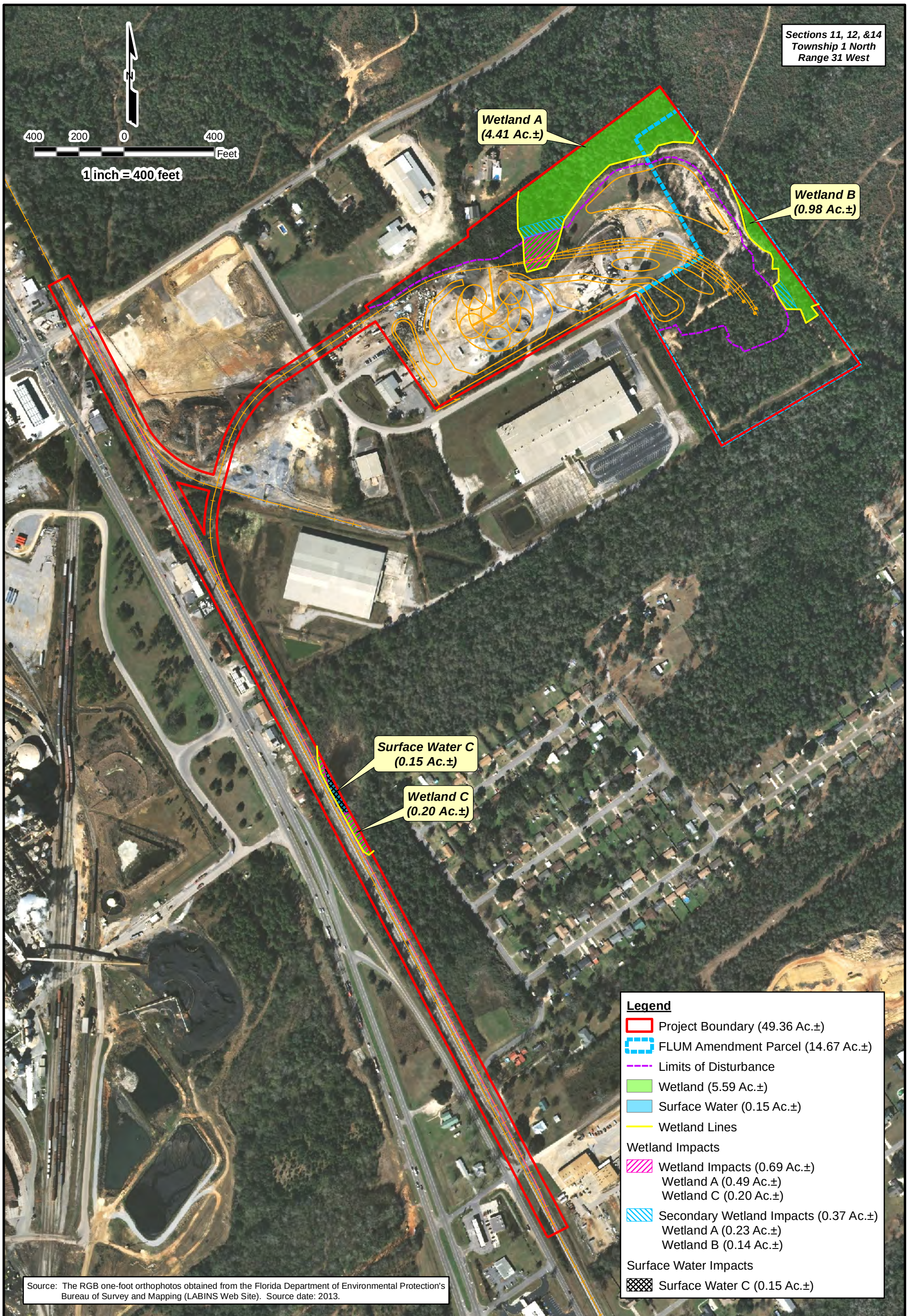
PROJECT NO.	117823
DRAWN:	1/16/14
DRAWN BY:	NL
CHECKED BY:	BN
FILE NAME:	14-0116--Cantonment -FLUM-Land Use.mxd

Existing Land Use and Cover Types

Vulcan Materials Company
Cantonment Terminal Facility
Escambia County, Florida
FLUM Amendment Application

FIGURE
3



Source: The RGB one-foot orthophotos obtained from the Florida Department of Environmental Protection's Bureau of Survey and Mapping (LABINS Web Site). Source date: 2013.

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PROJECT NO.	117823
DRAWN:	1/16/14
DRAWN BY:	NL
CHECKED BY:	BN
FILE NAME:	14-0116--Cantonment -FLUM-SitePlan_WetImpact.mxd

Site Plan/Wetland Impacts

Vulcan Materials Company
Cantonment Terminal Facility
Escambia County, Florida
FLUM Amendment Application

FIGURE
4

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PROJECT NO.	117823
DRAWN:	1/16/14
DRAWN BY:	NL
CHECKED BY:	BN
FILE NAME:	14-0116--Cantonment -FLUM-FEMA Flood.mxd

FEMA Flood Probability Map

Vulcan Materials Company
Cantonment Terminal Facility
Escambia County, Florida
FLUM Amendment Application

FIGURE
5

Wellhead Protection Area Map, 20 Year

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I
Form 62-345.900, F.A.C. (See Section 62-345.500, F.A.C.)

Site / Project Name:	Application Number:	Assessment Area Name or Number:	
Vulcan Cantonment Terminal Facility	**Not yet assisgned**	**WL-A**	
FLUCCs code:	Further classification (optional):	Impact or mitigation site:	Assessment area size (ac.):
630	**Wetland Forested Mix**	**Impact**	**0.49**
Basin / Watershed - Name / Number:	Affected waterbody (Class)	Special classification (i.e. OFW, AP, other local/state/federal designation of importance):	
Escambia River (3)	**N/A-The assessment area is a wetland not a surface water**	**N/A**	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands:

The assessment wetland continues off-site sharing a hydrologic connection with and draining into the Escambia River via a tributary known as Big Rock Creek. It is surrounded by industrial, forested, and single-family upland land uses and cover types. The onsite industrial uplands which are located to the south are associated with a producer of asphalt materials and road construction services and are the primary upland land use influencing the assessment area. A forested upland berm slopes down from the industiral site to the wetland. An onsite exotic bamboo forest borders the wetland to the west and the single-family residence is found off-site to the north. The project site where the assessment area is found is located along an industrial and commercial corridor associated with U.S. Route 29 with a corresponding rail line. A large paper mill is located to the west of US-29. Largely undeveloped uplands and wetlands are found to the east.

Assessment area description:

The assessment wetland occurs in the northern project area. Discolored, irridescent stormwater runoff and fine, brown sedimentation likely from the industrial complex was observed within the interior. Sweetbay was the dominant canopy species. Additional trees included slash pine, swamp tupelo, red maple, and swamp dogwood. Observed shrub species included Florida anise, titi , pepperbush, highbush blueberry, southern arrowwood, sweet gallberry, black willow, Virginia willow, and swamp azalea. Herbaceous species include netted chainfern, green arum, cinnamon fern, royal fern, marsh fern, rushes, and caric sedges. Several exotic species were also observed in this wetland, including chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was fairly extensive. Some level of impairment has been identified by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland A is located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587).

Significant nearby features:	Uniqueness (relative rarity in relation to the regional landscape):
Industrial complex to the south, single-family residence to the north, exotic bamboo forest to the west, and largely undisturbed uplands and wetlands to the east. A major highway, rail line, and paper mill are located to the west.	**This wetland is part of a much more extensive forested system continuing off-site to the east and does not appear to be unique.**
Functions:	Mitigation for previous permit / other historic use:
The system provides multiple wetland functions: stormwater storage and treatment, foraging and roosting habitat, cover and structural support for wildlife such as small to medium sized mammals, wading birds, and herptofauna.	**There is no know use of this wetland as mitigation in association with previous permits. Historic encroachment of the wetland has occurred in association with the adjacent industrial complex.**
Anticipated wildlife utilization based on literature review (list of species that are representative of the assessment area and resonablly expected to be found):	Anticipated utiliztion by listed species (list species, their legal classification (E,T,SSC), type of use, and intensity of use of the assessment area):
song birds, wading birds, raptors, various snakes, wetland frogs, and small to medium sized mammals	**eastern indigo snake (T) - foraging; limpkin (SSC), white ibis (SSC), little blue heron (SSC), snowy egret (SSC), and tricolored heron (SSC) - roosting and minimal foraging**

Observed evidence of wildlife utilization (species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Green tree frog, turkey vulture, brown anole, eastern towhee

Assessment conducted by:	**Bill Newlon/Evan McClung**	Assessment date(s):
Kleinfelder		**6/30/11 and 7/1/11**

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II
Form 62-345.900(2), F.A.C. (See Section 62-345.600, F.A.C.)

Site/Project name:	Application number:	Assessment area name or number:
Vulcan Cantonment Terminal Facilit	**None yet assigned**	**WL-A**
Impact or mitigation: **Impact**	Assessment conducted by: **Bill Newlon/Evan McClung**	Assessment date: **6/30/11 and 7/1/11**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (1)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water function	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water function	Condition is insufficient to provide wetland/surface water functions

Location and landscape support	w/o pres or current: **5**	with: **0**

The area is surrounded by industrial use to the south and west, exotic bamboo forest, roads and railroads to the west, single-family residential to the north, and largely undeveloped uplands and wetlands to the east. Surrounding upland and wetland availability, support and corridors are present to the east. wildlife support and access to the south and west is heavily degraded/impeded. Exotic bamboo is extremely dense in the forest to the west and has formed a monoculture, excluding native species. Acoustic and visual disturbances are frequent in assocation with the ashpalt provider and road contruction services site to the south. This site has been completely denuded of native vegetation is regularly sprayed to control particulate matter. The wetland drains to east in association with the topography and flow does not appear to be impeded.

Water environment (n/a for uplands)	w/o res or current: **5**	with: **0**

The industrial site to the south appears to have encroached into this wetland historically. Discolored and irridescent water and fine, brown sediment were observed within. Light penetration and water qualtiy would be expected to be heavily impacted/impeded as a result. Water quality impairment has been indicated by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland A is located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587). Some of the exotic vegetation could be symptomatic of degraded water quality. No evidence of fire history. Appropriate water level indicators such as buttressing and lichen lines were observed in wetland interior. Some snags and stressed vegetation.

Community structure 1. Vegetation and/or 2. Benthic community	w/o pres or current: **6**	with: **0**

The assessment area consists of a moderate number and diversity of appropriate, desirable native trees with moderate to heavy canopy closure and an understory with moderate numbers and diversity of native ground cover and shrubs. Several exotic species were observed in in the canopy, shrub and understory strata, including Chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was fairly extensive. A mix of ages and sizes is present within the canopy and sub-canopy indicating fairly normal regeneration and recruitment. Plant health was fairly adquate although the numbers of stressed and dying individuals were higher than normal. Topographic features have been altered on the south and west side of the wetland but appear normal to the east. Siltation is present that would be expected to have some adverse affects on vegetative growth.

Score = sum of above scores/30 (if uplands, divide by 20)	If preservation as mitigation:	For impact assessment areas:
	Preservation adjustment factor =	Functional loss (FL) = delta x acres = **0.53 x 0.49 =**
w/o pres or current: **0.53**	Adjusted mitigation delta =	**0.2613**
with: **0**	If mitigation:	For mitigation assessment areas:
Delta = [with-current] **0.53**	Time lag (t-factor) =	Relative functional gain (RFG) = delta/(t-factor x risk)
	Risk factor =	RFG =

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I
Form 62-345.900, F.A.C. (See Section 62-345.500, F.A.C.)

Site / Project Name:	Application Number:	Assessment Area Name or Number:	
Vulcan Cantonment Terminal Facility	**Not yet assisgned**	**WL-A**	
FLUCCs code:	Further classification (optional):	Impact or mitigation site:	Assessment area size (ac.):
630	**Wetland Forested Mix**	**Secondary Impact**	**0.23**
Basin / Watershed - Name / Number:	Affected waterbody (Class)	Special classification (i.e. OFW, AP, other local/state/federal designation of importance):	
Escambia River (3)	**N/A-The assessment area is a wetland not a surface water**	**N/A**	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands:

The assessment wetland continues off-site sharing a hydrologic connection with and draining into the Escambia River via a tributary known as Big Rock Creek. It is surrounded by industrial, forested, and single-family upland land uses and cover types. The onsite industrial uplands which are located to the south are associated with a producer of asphalt materials and road construction services and are the primary upland land use influencing the assessment area. A forested upland berm slopes down from the industiral site to the wetland. An onsite exotic bamboo forest borders the wetland to the west and the single-family residence is found off-site to the north. The project site where the assessment area is found is located along an industrial and commercial corridor associated with U.S. Route 29 with a corresponding rail line. A large paper mill is located to the west of US-29. Largely undeveloped uplands and wetlands are found to the east.

Assessment area description:

The assessment wetland occurs in the northern project area. Discolored, irridescent stormwater runoff and fine, brown sedimentation likely from the industrial complex was observed within the interior. Sweetbay was the dominant canopy species. Additional trees included slash pine, swamp tupelo, red maple, and swamp dogwood. Observed shrub species included Florida anise, titi , pepperbush, highbush blueberry, southern arrowwood, sweet gallberry, black willow, Virginia willow, and swamp azalea. Herbaceous species include netted chainfern, green arum, cinnamon fern, royal fern, marsh fern, rushes, and caric sedges. Several exotic species were also observed in this wetland, including chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was fairly extensive. Some level of impairment has been identified by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland A and B are located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587). Because of the industrial disturbances already associated with the existing site and the fact that these wetlands are forested and as such, more insulated visually and acoustically, a projection of 50 feet from the limits of disturbance was used to assess the extent of secondary impacts.

Significant nearby features:	Uniqueness (relative rarity in relation to the regional landscape):
Industrial complex to the south, single-family residence to the north, exotic bamboo forest to the west, and largely undisturbed uplands and wetlands to the east. A major highway, rail line, and paper mill are located to the west.	**This wetland is part of a much more extensive forested system continuing off-site to the east and does not appear to be unique.**
Functions:	Mitigation for previous permit / other historic use:
The system provides multiple wetland functions: stormwater storage and treatment, foraging and roosting habitat, cover and structural support for wildlife such as small to medium sized mammals, wading birds, and herptofauna.	**There is no know use of this wetland as mitigation in association with previous permits. Historic encroachment of the wetland has occurred in association with the adjacent industrial complex.**
Anticipated wildlife utilization based on literature review (list of species that are representative of the assessment area and resonablly expected to be found):	Anticipated utiliztion by listed species (list species, their legal classification (E,T,SSC), type of use, and intensity of use of the assessment area):
song birds, wading birds, raptors, various snakes, wetland frogs, and small to medium sized mammals	**eastern indigo snake (T) - foraging; limpkin (SSC), white ibis (SSC), little blue heron (SSC), snowy egret (SSC), and tricolored heron (SSC) - roosting and minimal foraging**

Observed evidence of wildlife utilization (species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Green tree frog, turkey vulture, brown anole, eastern towhee

Assessment conducted by:	Assessment date(s):
Bill Newlon/Evan McClung Kleinfelder	**6/30/11 and 7/1/11**

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II
Form 62-345.900(2), F.A.C. (See Section 62-345.600, F.A.C.)

Site/Project name:	Application number:	Assessment area name or number:
Vulcan Cantonment Terminal Facilit	**None yet assigned**	**WL-A**
Impact or mitigation: **Secondary Impact**	Assessment conducted by: **Bill Newlon/Evan McClung**	Assessment date: **6/30/11 and 7/1/11**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (1)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water function	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water function	Condition is insufficient to provide wetland/surface water functions

Location and landscape support	w/o pres or current: **5**	with: **4**

The area is surrounded by industrial use to the south and west, exotic bamboo forest, roads and railroads to the west, single-family residential to the north, and largely undeveloped uplands and wetlands to the east. Surrounding upland and wetland availability, support and corridors are present to the east. wildlife support and access to the south and west is heavily degraded/impeded. Exotic bamboo is extremely dense in the forest to the west and has formed a monoculture, excluding native species. Acoustic and visual disturbances are frequent in assocation with the ashpalt provider and road contruction services site to the south. This site has been completely denuded of native vegetation is regularly sprayed to control particulate matter. The wetland drains to east in association with the topography and flow does not appear to be impeded. Without an upland buffer, the location and landscape support may experience a slight decrease in function; however, the current industrial complex has built up to the wetland edge and disturbances related to it should not be much different than those from the proposed terminal facility.

Water environment (n/a for uplands)	w/o res or current: **5**	with: **4**

The industrial site to the south appears to have encroached into this wetland historically. Discolored and irridescent water and fine, brown sediment were observed within. Light penetration and water qualtiy would be expected to be heavily impacted/impeded as a result. Water quality impairment has been indicated by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland A is located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587). No evidence of fire history. Appropriate water level indicators such as buttressing and lichen lines were observed in wetland interior. Some snags and stressed vegetation. Without an upland buffer, the water environment may experience a slight decrease in function; however, runoff currently drains into the wetland from the adjacent industrial complex while the stormwater associated with the proposed terminal facility will be directed to a stormwater management system and treated. As such, there may actually be an improvement to water quality function.

Community structure 1. Vegetation and/or 2. Benthic community	w/o pres or current: **6**	with: **5**

The assessment area consists of a moderate number and diversity of appropriate, desirable native trees with moderate to heavy canopy closure and an understory with moderate numbers and diversity of native ground cover and shrubs. Several exotic species were observed in in the canopy, shrub and understory strata, including Chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was fairly extensive. A mix of ages and sizes is present within the canopy and sub-canopy indicating fairly normal regeneration and recruitment. Plant health was fairly adquate although the numbers of stressed and dying individuals were higher than normal. Topographic features have been altered on the south and west side of the wetland but appear normal to the east. Siltation is present that would be expected to have some adverse affects on vegetative growth. Without an upland buffer, the community structure may experience a slight decrease in function; however, invasion/colonization of the wetland by exotic species has already occurred likely due to disturbance from the adjacent industrial complex, and the proposed terminal facility isn't likely to encourage additional exotics as clean soils free of exotic seed sources will be used to fill the wetland and disturbed areas will be seeded/sodded which will prevent the rampant influx of exotics.

Score = sum of above scores/30 (if uplands, divide by 20)	If preservation as mitigation:	For impact assessment areas:
	Preservation adjustment factor =	Functional loss (FL) = delta x acres = **0.10 x 0.23 =**
w/o pres or current: **0.53**	with: **0.43**	Adjusted mitigation delta = **0.0230**
Delta = [with-current] **0.10**	If mitigation:	For mitigation assessment areas:
	Time lag (t-factor) =	Relative functional gain (RFG) = delta/(t-factor x risk)
	Risk factor =	RFG =

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I
Form 62-345.900, F.A.C. (See Section 62-345.500, F.A.C.)

Site / Project Name:	Application Number:	Assessment Area Name or Number:	
Vulcan Cantonment Terminal Facility	**Not yet assisgned**	**WL-B**	
FLUCCs code:	Further classification (optional):	Impact or mitigation site:	Assessment area size (ac.):
630	**Wetland Forested Mix**	**Secondary Impact**	**0.14**
Basin / Watershed - Name / Number:	Affected waterbody (Class)	Special classification (i.e. OFW, AP, other local/state/federal designation of importance):	
Escambia River (3)	**N/A-The assessment area is a wetland not a surface water**	**N/A**	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands:

The assessment wetland continues off-site sharing a hydrologic connection with and draining into the Escambia River via a tributary known as Big Rock Creek. It is surrounded by industrial and forested land uses and cover types. The onsite industrial uplands which are located to the west are associated with a producer of asphalt materials and road construction services and are the primary upland land use influencing the assessment area. A forested hardwood upland found to the northwest buffered the assessment area; however, clearing/disturbance in this area has minimized its buffer capacity. Largely undeveloped uplands and wetlands are found off-site to the east. The project site where the assessment area is found is located along an industrial and commercial corridor associated with U.S. Route 29 with a corresponding rail line. A large paper mill is located to the west of US-29.

Assessment area description:

The assessment wetland occurs in the northern project area. Discolored, irridescent stormwater runoff and fine, brown sedimentation likely from the industrial complex was observed within the interior. Sweetbay was the dominant canopy species. Additional trees included slash pine, swamp tupelo, red maple, and swamp dogwood. Observed shrub species included Florida anise, titi , pepperbush, highbush blueberry, southern arrowwood, sweet gallberry, black willow, Virginia willow, and swamp azalea. Herbaceous species include netted chainfern, green arum, cinnamon fern, royal fern, marsh fern, rushes, and caric sedges. Several exotic species were also observed in this wetland, including chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was moderate and less extensive than in Wetland A. Some level of impairment has been identified by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland A is located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587). Because of the industrial disturbances already associated with the existing site and the fact that these wetlands are forested and as such, more insulated visually and acoustically, a projection of 50 feet from the limits of disturbance was used to assess the extent of secondary impacts.

Significant nearby features:	Uniqueness (relative rarity in relation to the regional landscape):
Industrial complex to the south, single-family residence to the north, exotic bamboo forest to the west, and largely undisturbed uplands and wetlands to the east. A major highway, rail line, and paper mill are located to the west.	**This wetland is part of a much more extensive forested system continuing off-site to the east and does not appear to be unique.**
Functions:	Mitigation for previous permit / other historic use:
The system provides multiple wetland functions: stormwater storage and treatment, foraging and roosting habitat, cover and structural support for wildlife such as small to medium sized mammals, wading birds, and herptofauna.	**There is no know use of this wetland as mitigation in association with previous permits. Historic encroachment of the wetland has occurred in association with the adjacent industrial complex.**
Anticipated wildlife utilization based on literature review (list of species that are representative of the assessment area and resonablly expected to be found):	Anticipated utiliztion by listed species (list species, their legal classification (E,T,SSC), type of use, and intensity of use of the assessment area):
song birds, wading birds, raptors, various snakes, wetland frogs, and small to medium sized mammals	**eastern indigo snake (T) - foraging; limpkin (SSC), white ibis (SSC), little blue heron (SSC), snowy egret (SSC), and tricolored heron (SSC) - roosting and minimal foraging**

Observed evidence of wildlife utilization (species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

None observed

Assessment conducted by:	Assessment date(s):
Bill Newlon/Evan McClung	
Kleinfelder	**6/30/11 and 7/1/11**

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II
Form 62-345.900(2), F.A.C. (See Section 62-345.600, F.A.C.)

Site/Project name:	Application number:	Assessment area name or number:
Vulcan Cantonment Terminal Facilit	**None yet assigned**	**WL-B**
Impact or mitigation: **Secondary Impact**	Assessment conducted by: **Bill Newlon/Evan McClung**	Assessment date: **6/30/11 and 7/1/11**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (1)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water function	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water function	Condition is insufficient to provide wetland/surface water functions

	w/o pres or current	with	
Location and landscape support	**6**	**5**	**The area is surrounded by industrial use and forested areas. Largely undeveloped uplands and wetlands are located off-site to the east. The adjacent onsite forested upland to the northwest had been cleared/disturbed minimizing its buffering capacity. Roads and railroads are found further to the west. Supporting upland and wetland habitats and corridors are present to the east. wildlife support and access to the south and west is heavily degraded/impeded. Exotic bamboo is extremely dense in the forest to the west and has formed a monoculture, excluding native species. Acoustic and visual disturbances are frequent in assocation with the ashpalt provider and road contruction services site to the south. This site has been completely denuded of native vegetation is regularly sprayed to control particulate matter. The wetland drains to east in association with the topography and flow does not appear to be impeded. Without an upland buffer, the location and landscape support may experience a slight decrease in function; however, the current industrial complex has built up to the wetland edge and disturbances related to it should not be much different than those from the proposed terminal facility.**
Water environment (n/a for uplands)	**6**	**5**	**The industrial site to the south appears to have encroached into this wetland historically. Discolored and irridescent water and fine, brown sediment were observed within. Light penetration and water qualtiy would be expected to be heavily impacted/impeded as a result. Water quality impairment has been indicated by the FDEP for a section of the Escambia River and the associated drainage area in which Wetland B is located based on documentation of mercury in fish tissue (WBID 10D, OGC#06-0587). Some of the exotic vegetation could be symptomatic of degraded water quality. No evidence of fire history. Appropriate water level indicators such as buttressing and lichen lines were observed in wetland interior. Some snags and stressed vegetation. Without an upland buffer, the water environment may experience a slight decrease in function; however, runoff currently drains into the wetland from the adjacent industrial complex while the stormwater associated with the proposed terminal facility will be directed to a stormwater management system and treated. As such, there may actually be an improvement to water quality function.**
Community structure 1. Vegetation and/or 2. Benthic community	**7**	**6**	**The assessment area consists of a moderate number and diversity of appropriate, desirable native trees with moderate to heavy canopy closure and an understory with moderate numbers and diversity of native ground cover and shrubs. Several exotic species were observed in in the canopy, shrub and understory strata, including Chinaberry, Chinese privet, Japanese climbing fern, bamboo, and climbing hempvine. Invasion and coverage by these exotics was moderate and less extensive than in Wetland A. A mix of ages and sizes is present within the canopy and sub-canopy indicating fairly normal regeneration and recruitment. Plant health was fairly adquate although the numbers of stressed and dying individuals were higher than normal. Topographic features have been altered on the south and west side of the wetland but appear normal to the east. Siltation is present that would be expected to have some adverse affects on vegetative growth. Without an upland buffer, the community structure may experience a slight decrease in function; however, invasion/colonization of the wetland by exotic species has already occurred likely due to disturbance from the adjacent industrial complex, and the proposed terminal facility isn't likely to encourage additional exotics as clean soils free of exotic seed sources will be used to fill the wetland and disturbed areas will be seeded/sodded which will prevent the rampant influx of exotics.**

Score = sum of above scores/30 (if uplands, divide by 20)	If preservation as mitigation:	For impact assessment areas:
	Preservation adjustment factor =	Functional loss (FL) = delta x acres = **0.10 x 0.14 =**
w/o pres or current: **0.63** / with: **0.53**	Adjusted mitigation delta =	**0.0140**
Delta = [with-current] **0.10**	If mitigation:	For mitigation assessment areas:
	Time lag (t-factor) =	Relative functional gain (RFG) = delta/(t-factor x risk)
	Risk factor =	RFG =

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I
Form 62-345.900, F.A.C. (See Section 62-345.500, F.A.C.)

Site / Project Name:	Application Number:	Assessment Area Name or Number:	
Vulcan Cantonment Terminal Facility	**Not yet assisgned**	**WL/SW-C**	
FLUCCs code:	Further classification (optional):	Impact or mitigation site:	Assessment area size (ac.):
619/520	**Exotic Wetland Hardwoods / Lakes**	**Impact**	**0.35**
Basin / Watershed - Name / Number:	Affected waterbody (Class)	Special classification (i.e. OFW, AP, other local/state/federal designation of importance):	
South Perdido Bay (2)	**N/A-The assessment area is a wetland not a surface water**	**N/A**	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands:

The assessment area consists of an exotic wetland hardwood system and lake with a thin vegetated littoral zone. The wetland and lake continue off-site to the northeast and are surrounded by a block of forested upland surrounded by development. The lake also flows through a weir under the rail line. The assessment area is adjacent to a major CSX rail line to the west. A paper mill is found to the west of the rail line, industrial uses are found to the north, and a high-density residential subdivision is found to the southeast of the surrounding upland. Largely undeveloped uplands and wetlands are found further to the east. The project site where the assessment area is found is located along an industrial and commercial corridor associated with U.S. Route 29.

Assessment area description:

The assessment area is centrally located along the portion of the project area which is associated with the main CSX rail line. Some sedimentation was observed in the wetland. The wetland canopy was dominated by Chinese tallow. Other canopy species observed included camphortree, sweetbay, swamp tupelo, water oak, and red maple. The understory consisted of Chinese privet, wax myrtle, groundsel tree, Japanese climbing fern, blackberry, Canada goldenrod, and greenbrier. A review of historical imagery shows that this area was un-forested back in the 1940's and 50's and may have possibly been cleared prior to that time. When allowed to re-forest, the area may have been colonized by Chinese tallow and other exotics. Its location along a primary rail corridor could also have attributed to the transport of and colonization by exotics. Invasion and coverage by these exotic species was extensive. The lake has a thinly vegetated littoral zone consisting of maidencane, vaseygrass, fireweed, woolgrass, softrush, torpedo grass, and smartweed.

Significant nearby features:	Uniqueness (relative rarity in relation to the regional landscape):
Industrial complex to the north, high-density residential to the southeast, railway, major highway, and paper mill to the west, and largely undisturbed uplands and wetlands to the east.	**Not unique**
Functions:	Mitigation for previous permit / other historic use:
The system provides multiple wetland functions: stormwater storage and treatment, foraging and roosting habitat, cover and structural support for wildlife such as small to medium sized mammals, wading birds, and herptofauna.	**There is no know use of this wetland as mitigation in association with previous permits. Historic encroachment of the wetland has occurred in association with the adjacent industrial complex.**
Anticipated wildlife utilization based on literature review (list of species that are representative of the assessment area and resonablly expected to be found):	Anticipated utiliztion by listed species (list species, their legal classification (E,T,SSC), type of use, and intensity of use of the assessment area):
song birds, wading birds, raptors, various snakes, wetland frogs, and small to medium sized mammals	**eastern indigo snake (T) - foraging; limpkin (SSC), white ibis (SSC), little blue heron (SSC), snowy egret (SSC), and tricolored heron (SSC) - roosting and foraging**

Observed evidence of wildlife utilization (species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

None observed

Assessment conducted by:	Assessment date(s):
Bill Newlon	
Kleinfelder	**8/15/2013**

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II
Form 62-345.900(2), F.A.C. (See Section 62-345.600, F.A.C.)

Site/Project name:	Application number:	Assessment area name or number:
Vulcan Cantonment Terminal Facilit	**None yet assigned**	**WL/SW-C**
Impact or mitigation: **Impact**	Assessment conducted by: **Bill Newlon**	Assessment date: **8/15/2013**

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (1)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water function	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water function	Condition is insufficient to provide wetland/surface water functions

	w/o pres or current	with	
Location and landscape support	**3**	**0**	**The assessment area is centrally located along a portion of the project area which is associated with the main CSX rail line. The assessment area continues off-site to the northeast and is surrounded by a block of forested upland surrounded by development. The assessment area is adjacent to a major CSX rail line to the west, U.S. Highway 27 and a paper mill to the west of the rail line, industrial uses to the north, and a high-density residential subdivision to the southeast . Largely undeveloped uplands and wetlands are found further to the east. The project site where the assessment area is found is located along an industrial and commercial corridor associated with U.S. Route 29. Acoustic and visual disturbances are frequent in assocation with the adjacent railroad. The lake flows through a weir under the rail line. Surrounding upland and wetland availability, support and corridors are minimally present in a forested block to the east. wildlife support and access to the west, south, and north is heavily degraded/impeded.**
Water environment (n/a for uplands)	**4**	**0**	**Stormwater runoff from the rail line drains into the assessment area. Additionally, it appears the area may be hydrologically connected to settling ponds associated with the paper mill to the west. Some siltation was observed in the wetland. Light penetration and water qualtiy could be impacted/impeded as a result. Some of the exotic vegetation could be symptomatic of degraded water quality. No evidence of fire history. Appropriate water level indicators such as buttressing and lichen lines were observed in wetland interior. Some snags and stressed vegetation.**
Community structure 1. Vegetation and/or 2. Benthic community	**3**	**0**	**The assessment area is dominated by exotics. The canopy consists predominantly of Chinese tallow and camphortree, Chinese privet, and Japanese climbing fern are also present. Invasion and coverage by these exotics was extensive. Some native species were also present. A mix of ages and sizes is present within the canopy and sub-canopy indicating fairly normal regeneration and recruitment. Plant health was fairly adquate. Topographic features have been altered on the west side of the wetland but appear normal otherwise. Siltation is present that would be expected to have some adverse affects on vegetative growth.**
Score = sum of above scores/30 (if uplands, divide by 20)	**0.33**	**0**	
Delta = [with-current] **0.33**			

If preservation as mitigation:	For impact assessment areas:
Preservation adjustment factor =	Functional loss (FL) = delta x acres = **0.33 x 0.35 =**
Adjusted mitigation delta =	**0.1167**
If mitigation:	For mitigation assessment areas:
Time lag (t-factor) =	Relative functional gain (RFG) = delta/(t-factor x risk)
Risk factor =	RFG =

WESTERVELT
ECOLOGICAL SERVICES

June 14, 2012

Mr. Jim Howle
Vulcan Materials Corporation
1200 Urban Center Drive
Birmingham, AL 35242

Subject: Bill of Sale for 0.5 Forested Wetland Mitigation Bank Credits
at Pensacola Bay Mitigation Bank
Vulcan Materials Company, Cantonment Terminal Facility
Permit # to be determined

Dear Mr. Howle,

Please find enclosed a Bill of Sale that transfers **0.5 forested wetland mitigation bank credits** at Pensacola Bay Mitigation Bank from Westervelt Ecological Services, LLC to Vulcan Materials Company.

We greatly appreciate the opportunity to provide mitigation for this project and hope to assist with any future mitigation needs. If we can be of service to you in any way, please contact me at (205) 562-5213.

Respectfully,

Michelle O'Neal

Michelle O'Neal
Sales & Marketing Manager

Enclosure

BILL OF SALE

Contract # 009

Permit Number to be determined

For valuable consideration, the receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("Owner"), does hereby bargain, sell and transfer to Vulcan Materials Company ("Buyer"): 0.5 Forested Wetland Mitigation Bank Credits) from Pensacola Bay Mitigation Bank in Santa Rosa County, FL.

DATED: June 14, 2012

WESTERVELT ECOLOGICAL SERVICES, LLC, a
Delaware limited liability company

By: Michelle O'Neal
Name: Michelle O'Neal
Its: Sales & Marketing Manager

CULTURAL RESOURCES SURVEY, PROPOSED VULCAN MATERIALS TERMINAL SITES, ESCAMBIA, WALTON AND BAY COUNTIES, FLORIDA

Prepared for:

VULCAN CONSTRUCTION MATERIALS, LP
120 Urban Center Drive
Birmingham, AL 35242

Prepared by:

Martin F. Dickinson, RPA
Lucy B. Wayne, Ph.D., RPA
SOUTHARC, INC.
3700 NW 91st St., Suite D300
Gainesville, FL 32606

October 17, 2011
106-11-01

SouthArc, Inc.

Specializing in Archaeological/Historical Services

Members Register of Professional Archaeologists (RPA)

American Cultural Resources Association (ACRA)

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INTRODUCTION AND EXECUTIVE SUMMARY

Vulcan Construction Materials, LP (Vulcan) proposes to construct three terminal facilities in the Florida Panhandle at Cantonment in Escambia County, De Funiak Springs in Walton County, and Panama City in Bay County (Figure 1). The Florida Division of Historical Resources (FDHR) reviewed the proposed locations as part of the ERP Application process. Based on this review, FDHR recommended Phase I cultural resource surveys for the three tracts (Jackson 2011). The surveys were to satisfy Section 106 of the *National Historic Preservation Act of 1966*, as amended, as well as Chapter 1A-46, *Florida Administrative Code*, Chapters 267 and 373, *Florida Statutes*, Florida's Coastal Management Program, and implementing state regulations for possible impacts to historic properties listed, or eligible for listing in the *National Register of Historic Places*, or otherwise of historic, architectural or archaeological value. Vulcan contracted with SouthArc, Inc. to provide the necessary cultural resource studies. Fieldwork was completed in October, 2011, under the direction of Martin F. Dickinson, RPA, President of SouthArc. Analysis and project documentation were also completed in October under the direction of Lucy B. Wayne, Ph.D., RPA, Vice President of SouthArc.

The project Areas of Potential Effect (APEs) were defined as the boundaries of the three tracts. Direct impacts may include clearing and construction. Indirect impacts could include noise and dust during construction, as well as changes in viewscapes and increased traffic. The three tracts are located in rural and/or commercial areas, so indirect impacts are considered to be minimal.

The survey approach was developed based on a review of the basic environmental information on the three tracts, as well as information obtained from an in-house search of the Florida Master Site Files (FMSF) GIS shapefiles database. A stratified survey approach was implemented for all tracts, with well drained areas adjacent to major water sources or known cultural activity/sites classified as medium to high potential, and the balance of the tracts classified as low potential. Areas of extensive disturbance were generally classified as low potential.

No cultural resources were identified at the Panama City tract. One site, the Gonzalez Farmstead, 8ES3641, was identified at the Cantonment tract. This site is a small scatter of 19th to 20th century artifacts found near an area which contained a structure as recently as the 1940s. While the artifacts may date back as far as the early 19th century Gonzalez occupation of this area, they were found in a very disturbed area with no associated structural remains or archaeological features. The 8ES3641 site does not appear to have the potential to yield data which would address research questions on historic occupation of this area. As a result, it does not appear to be eligible for the *National Register*. One early to mid 20th century farm shed, 8WL2583, was identified on the De Funiak Springs tract. The structure has no distinctive architectural features, no known historic associations and is in very poor condition. It does not appear to be eligible for the *National Register*.

In the opinion of SouthArc's archaeologists and architectural historian, development of these tracts will not disturb any cultural resources listed on or eligible for the *National Register of Historic Places*. We recommend that no further research be required.

FIGURE 1. LOCATION OF PROPOSED VULCAN TERMINAL SITES, WEST FLORIDA

SOURCE: DELORME 2004

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ENVIRONMENTAL SETTING

The project consists of three separate tracts located in Escambia, Walton and Bay Counties in the Florida Panhandle (Figure 1). The properties are described in the following sections.

Cantonment Terminal, Escambia County

The 36.23-acre Cantonment tract is located in the north corner of the Manuel Gonzalez Grant, Section 14 of Township 1 North, Range 31 West of Escambia County (Figure 2). The grant boundaries with Sections 11 and 12 form the northeast boundary of the tract. All other boundaries are arbitrary property limits, although a gas pipeline runs along the southeast boundary. State Road (SR) 184 is located just north of the property, and the CSX Railroad line is located to the west. The community of Cantonment lies to the southwest (Figure 3).

The project APE lies within the Escambia Terraced Lands subarea of the Southern Pine Hills physiographic district. This subarea is "A mature landscape dissected by south-southwestward flowing streams" (Brooks 1981:12). It is an alluvial plain, but contains less silt and clay than other subareas of this region (Brooks 1981). Elevations within the project area range from 150 feet above mean sea level (amsl) in the south end, to 95 feet in the north corner (USGS 1978a); the property slopes to the north and east (Figure 2). There are no permanent water sources anywhere near the APE, which would limit prehistoric occupation of this tract. The low area to the north may have provided an intermittent source of water during rainy periods.

Soils within the APE are in the Notcher-Bonifay-Troup association of nearly level to moderately steep, moderately well drained to somewhat excessively drained soils. They are characterized as uplands soils which are loamy throughout or sand over loam (USDA 1996). The dominant soil within the APE is Bonifay loamy sand, 0 to 5 % slopes (Figure 4, Table 1). The northern slopes primarily contain Troup-Poarch complex, 8 to 12 % slopes grading down to Dorovan muck and Fluvaquents, frequently flooded. Small areas of Poarch sandy loam, 0 to 2 % slopes are located along the southern edge.

Natural vegetation within the uplands would have been dominated by the longleaf pine-turkey oak community. This rather arid, open environment provides a limited resource base. The most important species is the gopher tortoise, with occasional deer, fox squirrels and small birds. The mixed hardwood-pine forest of the slopes would have provided more resources, including deer, rabbits, squirrels, gray fox, mice, raccoons, turkeys and a variety of small birds. It would also provide hickory nuts, acorns and wild grapes. The swamp hardwoods community of the low areas supports bears, bobcats, deer, squirrels, minks, otters, raccoons, turkeys, ducks, small birds, snakes and turtles (SWCS 1989).

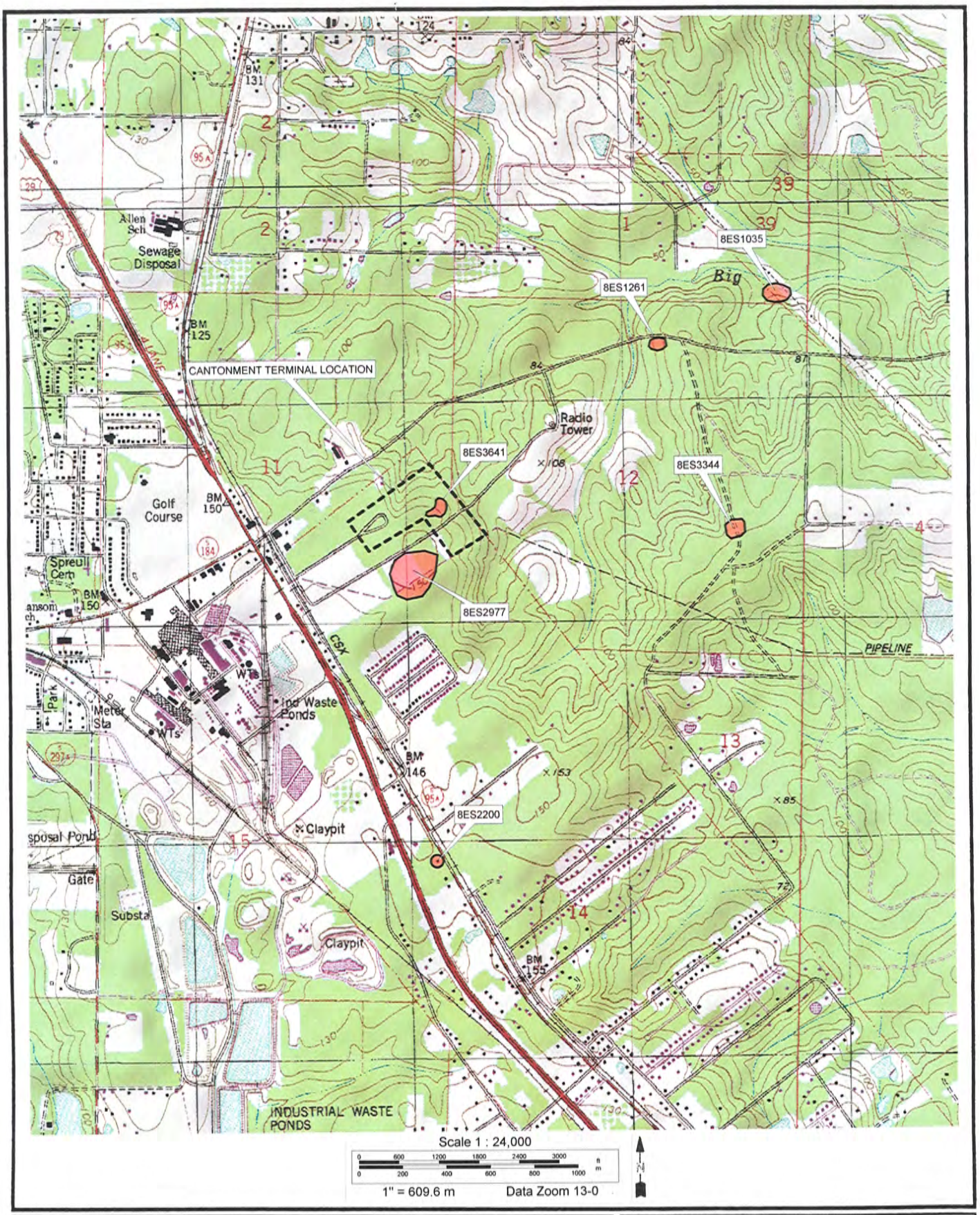

FIGURE 2. TOPOGRAPHIC MAP, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCES: USGS 1978a, b; DELORME 2004; FMSF 2011

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FIGURE 3. AERIAL PHOTOGRAPH, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCE: KLEINFELDER 2011

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Map Unit Symbol	Map Unit Name
24	Poarch sandy loam, 0 to 2 percent slopes
38	Bonifay loamy sand, 0 to 5 percent slopes
49	Dorovan muck and Fluvaquents, frequently flooded
54	Troup-Poarch complex, 8 to 12 percent slopes
67	Notcher-Maubila complex, 2 to 5 percent slopes

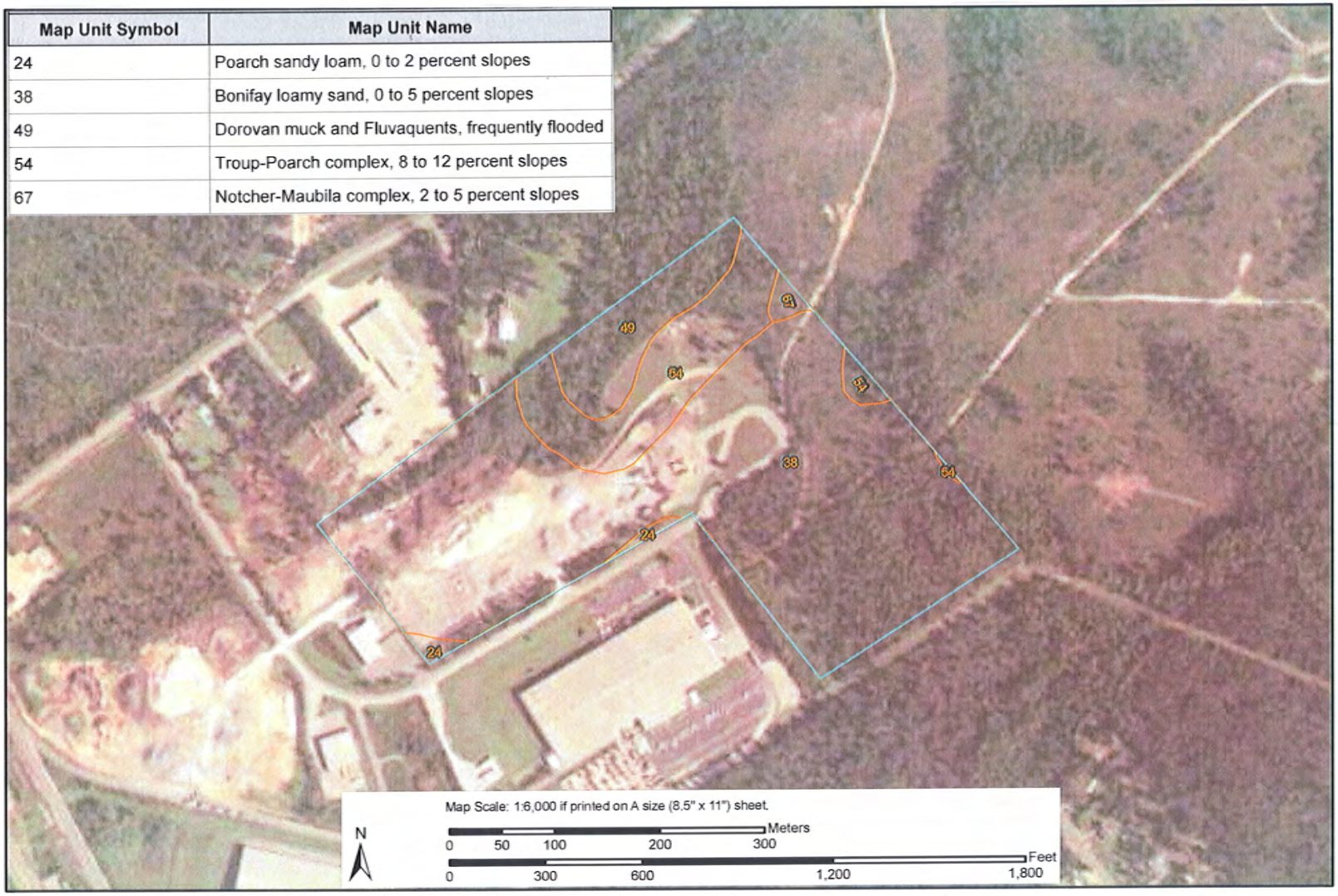

FIGURE 4. SOILS MAP, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCE: USDA 2010a

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Table 1. Soil Types, Cantonment Tract, Escambia County

Soil #	Type	Drainage/Topography	Vegetation Community
24	Poarch sandy loam	well drained hill summits	mixed hardwood-pine forest
38	Bonifay loamy sand	well drained summits and slopes	longleaf pine-turkey oak
49	Dorovan muck and Fluvaquents, frequently flooded (muck, loamy sands)	very poorly drained floodplains	swamp hardwoods
54	Troup-Poarch complex (sand)	somewhat excessively drained hillsides	mixed hardwood-pine forest
67	Notcher-Maubilla complex (loamy)	moderately well drained slopes	mixed hardwood-pine forest

Sources: USDA 2004, 2010a

Table 2. Soil Types, De Funiak Springs Tract, Walton County

Soil #	Type	Drainage/Topography	Vegetation Community
2	Bonifay loamy sand	well drained ridgetops	longleaf pine-turkey oak
17	Lakeland sand	excessively drained ridgetops	longleaf pine-turkey oak
31	Troup sand, 0 to 5 % slopes	well drained uplands	longleaf pine-turkey oak
33	Troup sand, 8 to 12 % slopes	well drained slopes	longleaf pine-turkey oak
99	Water		

Sources: USDA 1989, 2010b

Table 3. Soil Types, Panama City Tract, Bay County

Soil #	Type	Drainage/Topography	Vegetation Community
13	Leon sand	poorly drained flatwoods	North Florida flatwoods
22	Pamlico-Dorovan complex (sand/muck)	very poorly drained depressions and drainageways	swamp hardwoods
29	Rutlege sand	very poorly drained depressions and drainageways	swamp hardwoods
31	Osier fine sand	poorly drained flatwoods	North Florida flatwoods

Sources: USDA 1984, 2010c

De Funiak Springs Terminal, Walton County

The 87.04-acre De Funiak Springs tract is located in the south half of Section 19 of Township 3 North, Range 19 West of Walton County (Figure 5). The Louisville and Nashville railroad and SR 90 form the northern boundary, and the section line provides the southern boundary; the eastern and western boundaries are arbitrary property lines (Figure 6). The community of De Funiak Springs is located about two miles to the east.

The De Funiak Springs APE lies in the Eastern Clay Hills subarea of the Eglin Ridge physiographic district. This is the eastern portion of a ridge with deeply eroded soils which frequently expose the clay substrate (Brooks 1981). Elevations in the APE range from 264 feet amsl on the north down to 245 feet amsl in the south center (USGS 1973a). A small spring or seep at the low point in the south center forms the headwaters of Fish Pond Branch. This would have been the closest water source for the APE, although Bell Bay just to the north and Lake Sylvia to the south may have provided better water sources.

Soils within the APE are in the Lakeland soil association of nearly level to steep sands which are excessively drained (USDA 1986). The dominant soil in the APE is Lakeland sand, 0 to 5 % slopes (Table 2). Small areas of Troup sand, 0 to 5 % slopes, and Bonifay loamy sand, 0 to 5 % slopes are located on the north center. Areas of Troup sand surround the spring/seep in the south center (Figure 7).

The De Funiak Springs APE would have been dominated by the longleaf pine-turkey oak community. As previously noted, this is a relatively arid environment with a limited resource base. It probably would not have been as attractive to prehistoric Native Americans as other areas closer to the larger lakes and springs in this area.

Panama City Terminal, Bay County

The Panama City tract is located in the northwest quarter of Section 34 of Township 3 South, Range 14 West of Bay County (Figure 8). The 45.84-acre tract is located north of the city of Panama City, and southeast of U.S. 231 and the Atlanta and St. Andrews Bay Railroad line (Figure 9). A spur of the railroad line runs south of the project APE. Industrial Drive forms portions of the north boundary, and the section line forms most of the west boundary. All other boundaries are arbitrary property limits.

The project APE lies within the Delta Plain subarea of the Apalachicola Delta physiographic district. This is "A very poorly drained, gently sloping plain" dominated by swamps and flatwoods in sand and silt soils (Brooks 1981:11). Elevations within the level APE are about 10.5 feet amsl (USGS 1982). Wetland drainageways to the east and west would have provided water sources.

Soils within the APE fall into the Rutlege-Allanton-Pickney association of nearly level to depressional, poorly to very poorly drained sands (USDA 1983). The northwestern part of the APE

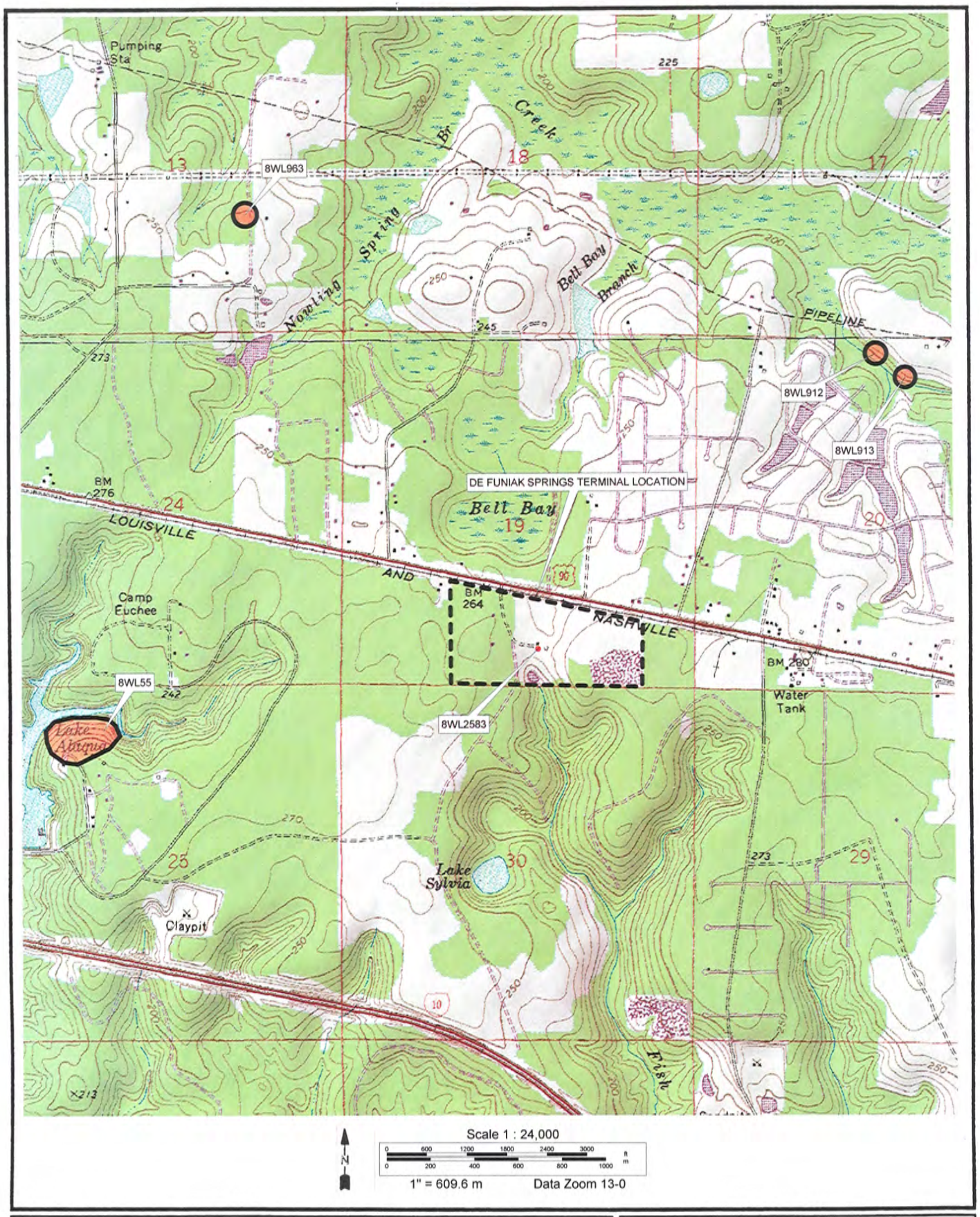

FIGURE 5. TOPOGRAPHIC MAP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCES: USGS 1973a, b; DELORME 2004; FMSF 2011

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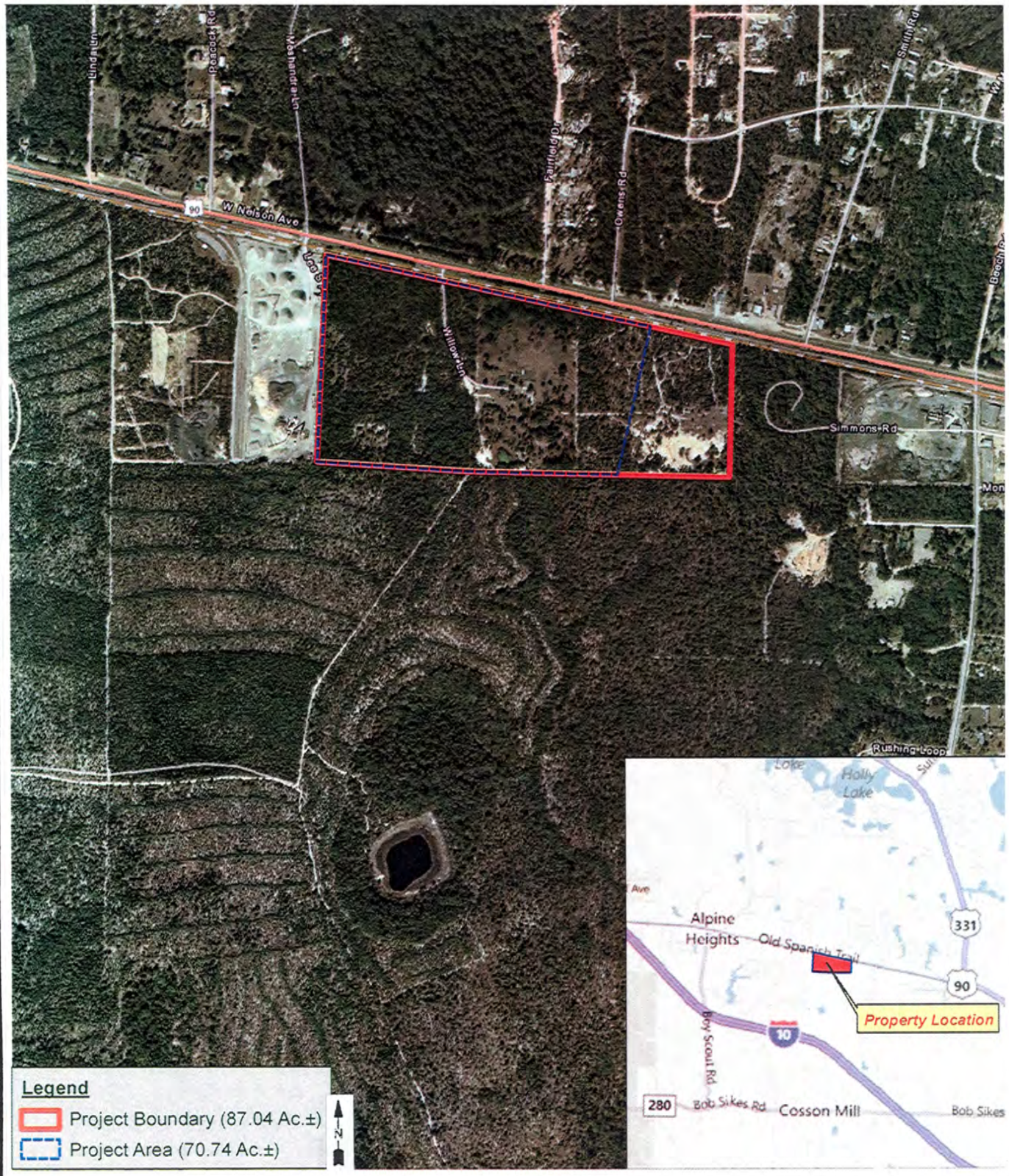

FIGURE 6. AERIAL PHOTOGRAPH, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCE: KLEINFELDER 2011

SouthArc, Inc.

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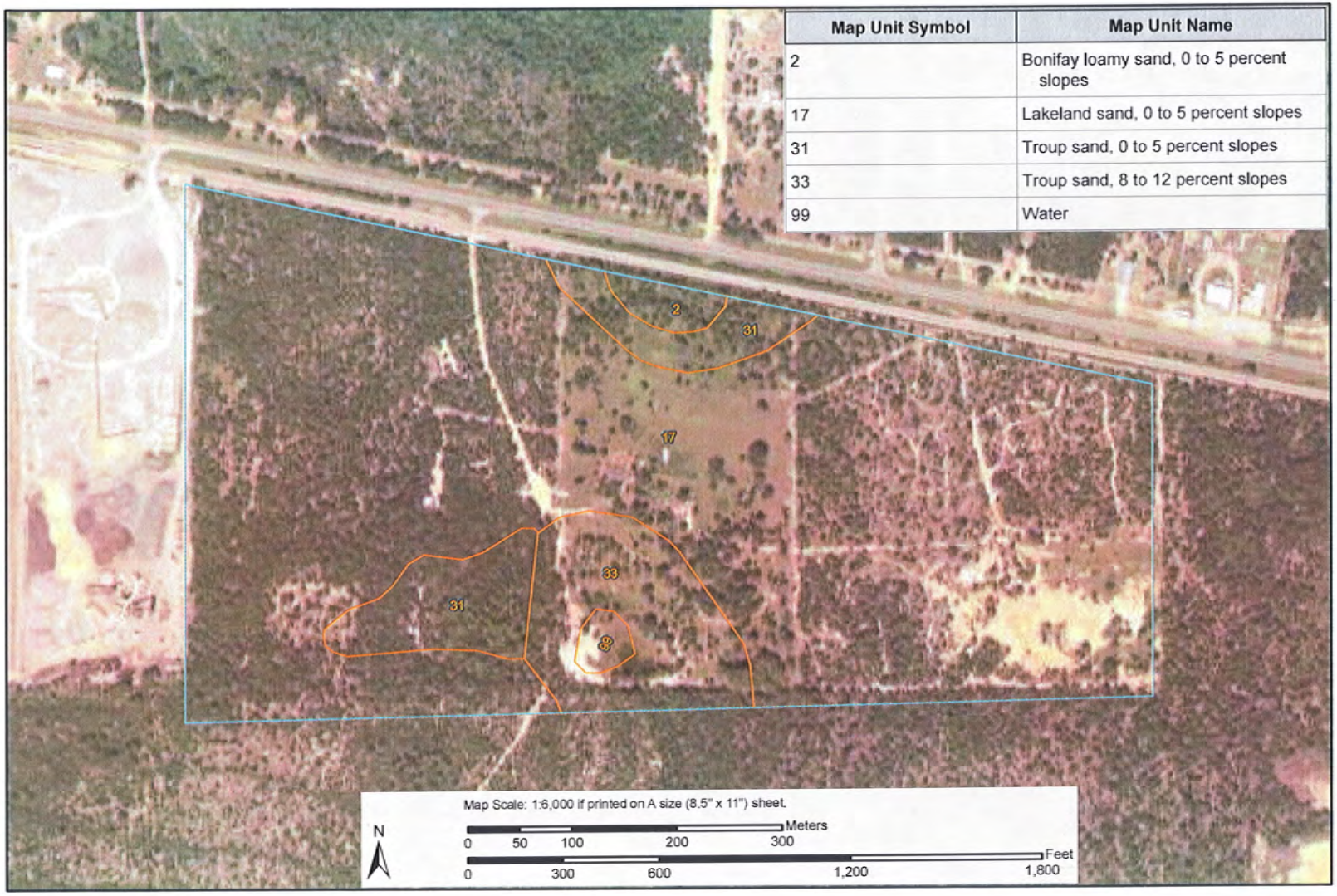

Map Unit Symbol	Map Unit Name
2	Bonifay loamy sand, 0 to 5 percent slopes
17	Lakeland sand, 0 to 5 percent slopes
31	Troup sand, 0 to 5 percent slopes
33	Troup sand, 8 to 12 percent slopes
99	Water

FIGURE 7. SOILS MAP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCE: USDA 2010b

SouthArc, Inc.

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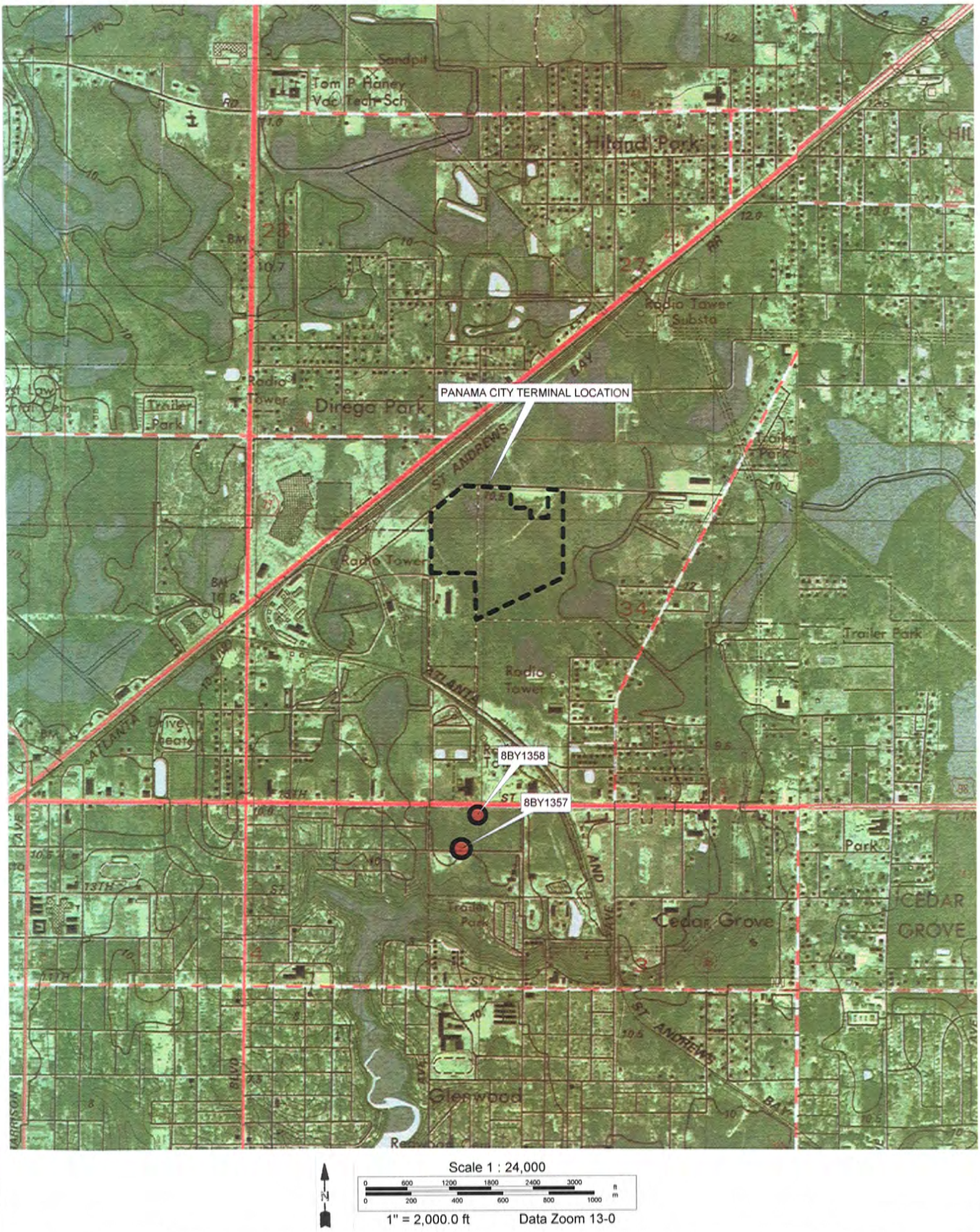

FIGURE 8. TOPOGRAPHIC MAP, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

SOURCES: USGS 1982; DELORME 2004, FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services

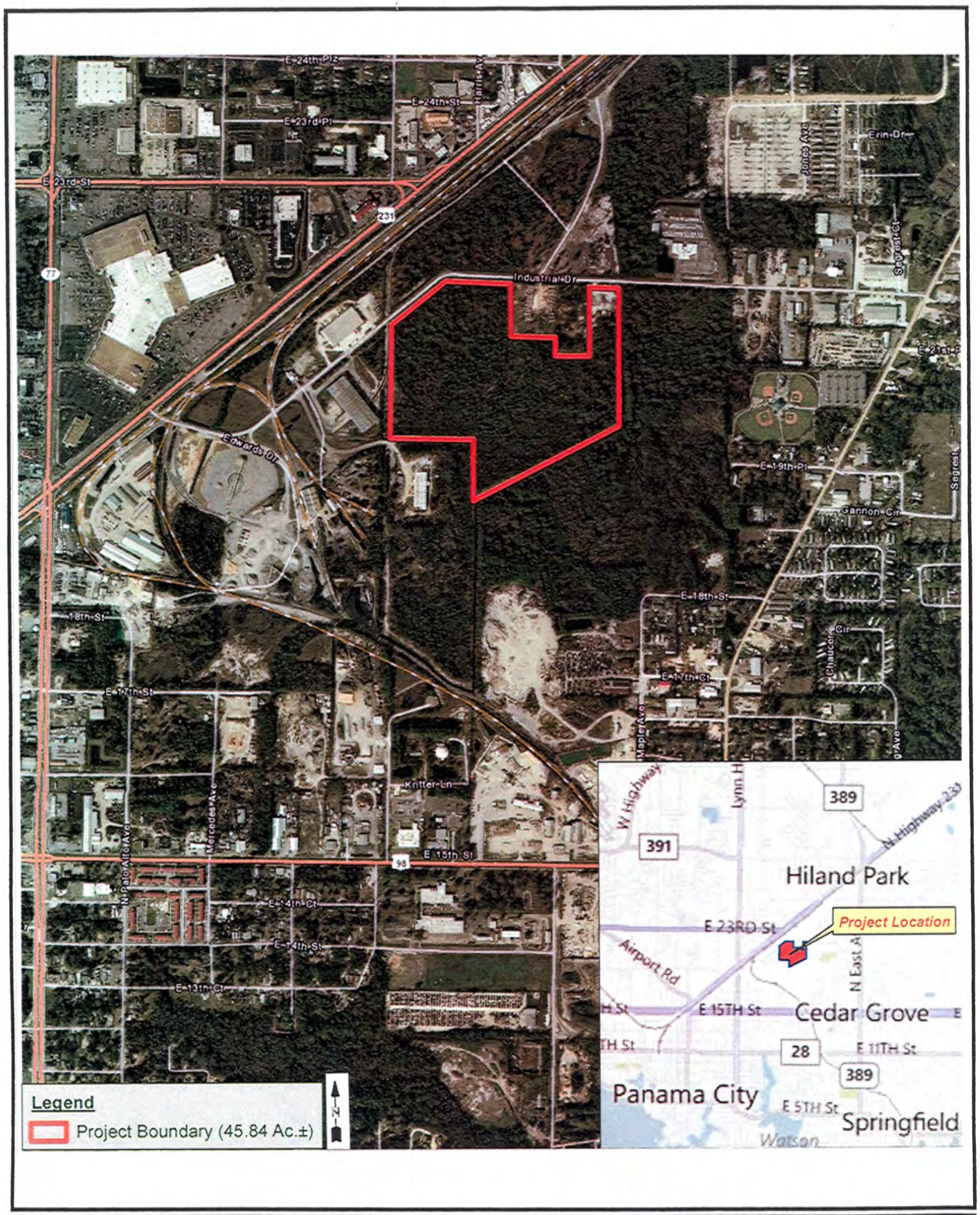

FIGURE 9. AERIAL PHOTOGRAPH, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

SOURCE: KLEINFELDER 2011

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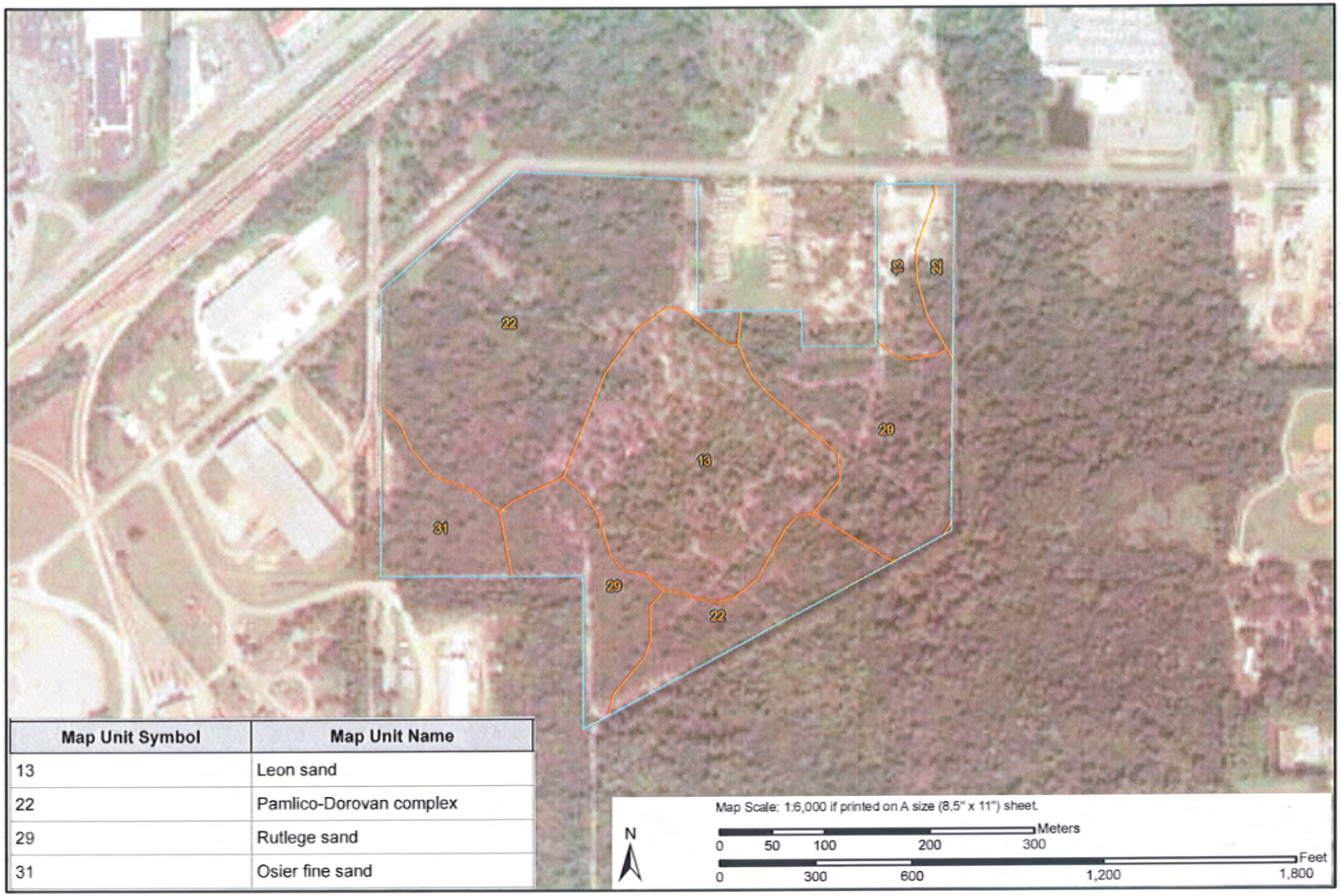
contains Pamlico-Dorovan complex soil, which also appears in the southeast and eastern edge. The center contains Leon sand, with Rutlege sand to the east and southwest. The southwestern corner contains Osier fine sand (Figure 10).

Natural vegetation within the APE would have been a mix of flatwoods and forested wetlands, neither of which are particularly suitable for occupation due to the poor drainage of the soils. Both offer resources for hunting/gathering activity, however. The flatwoods harbor deer, bobcats, rabbits, rats, squirrels, foxes, raccoons, opossums, skunks, snakes, frogs and birds. Floral resources include some acorns, ground blueberry, blackberry and greenbriar. As previously noted, the swamp hardwoods community supports bears, bobcats, deer, squirrels, minks, otters, raccoons, turkeys, ducks, small birds, snakes and turtles (SWCS 1989).



Map Unit Symbol	Map Unit Name
13	Leon sand
22	Pamlico-Dorovan complex
29	Rutlege sand
31	Osier fine sand

FIGURE 10. SOILS MAP, PANAMA CITY SITE, BAY COUNTY, FLORIDA

SOURCE: USDA 2010c

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CULTURAL HISTORY

This section presents a brief overview of the prehistory of the Florida Panhandle and history of the project areas. More extensive discussions of the prehistory are available in Milanich (1994, 1995), Bense (1994) and Thomas and Campbell (1985).

Florida has been divided into a number of prehistoric cultural regions based on differences in the nature of the archaeological remains identified in each region. Bay County falls within the Northwest Region, which Milanich and Fairbanks (1980:21) define as encompassing the area from "Mobile Bay on the west through Apalachee Bay and the Aucilla River at the east and extends from the Gulf of Mexico to the Alabama and Georgia boundaries." Realistically, the state lines are artificial boundaries, and cultural traits are probably more closely related to specific geographic features such as river basins. The chronology used here is taken from a study by Bense and Harris (1996) and is based on dates given by Milanich (1994) and Bense (1994).

Table 4. Native American Cultural Chronology Northwest Florida*

Stage	Period	Culture	Dates
Paleoindian	Early-Middle		13,000 to 8,500 B.C.
	Late	Dalton	8,500 to 8,000 B.C.
Archaic	Early	Kirk	8,000 to 6,000 B.C.
	Middle		6,000 to 4,000 B.C.
	Late	Norwood, Elliott's Point	4,000 to 1,000 B.C.
Woodland	Early	Deptford	1,000 B.C. to A.D. 200
	Middle	Santa Rosa/Swift Creek	A.D. 200 to 500
	Late	Weeden Island	A.D. 500 to 1200
Mississippian	Middle-Late	Fort Walton	A.D. 1200 to 1600
Historic	Contact	Leon-Jefferson	A.D. 1600 to 1750
	18th-19th c.	Seminole	A.D. 1715 to 1842

* The prehistoric chronology is drawn from Bense and Harris 1996.

The Native American periods after European contact in the 16th century are identified with the historic period. It is speculated "that the Native Americans along the northwest Florida Gulf coast likely perished shortly after 1540 from epidemics of European diseases spread by contact groups in this nearby area" (Bense and Harris 1996:11). The present Native American population in Florida is largely a result of the 18th century migration of Creek and Miccosukee Indians from Alabama and Georgia to the colony with the encouragement of the Spanish government.

Previous Research

Although early explorers and settlers in the area undoubtedly observed the extensive shell middens and mounds left by Native Americans along the coast and bays, there was no real

archaeological research prior to the late 19th to early 20th centuries. As Gordon Willey (1982 ed.) notes, the 19th century observers correctly identified the shell middens as cultural, and grouped the Native American remains by functional categories as burial mounds, house platform mounds and refuse piles.

In the 1880s, S. T. Walker identified and excavated shell midden sites in Escambia and Santa Rosa Counties (Walker 1885). At the end of the century, Clarence B. Moore began his explorations of Florida's prehistoric sites. Using a steam-powered houseboat named *Gopher*, Moore cruised Florida's coasts and rivers, investigating mounds and middens along the way. Although Moore's work is often criticized based on modern standards, he was a careful excavator who kept good records, published his reports promptly, and donated much of the material he recovered to museums where it can be examined today (Milanich 1994). In 1902, Moore began his survey year at St. Andrews Bay on West Bay Creek. From there he moved east along the coast, concentrating on sand burial mounds (Willey 1982 ed.). His work was summarized in "Certain Aboriginal Remains of the Northwest Florida Coast", Part II (Moore 1902). He returned to the area in 1918, a visit that was documented in "The Northwestern Florida Coast Revisited" (Moore 1918).

Soon after Moore began his Florida work, W. H. Holmes started studying the ceramics from the sites and classifying them into cultural, chronological and geographical groupings. He was the first to officially recognize three major northwest Florida Gulf Coast Native American groups: Mobile-Pensacola, Apalachicola and Appalachian (Willey 1982 ed.).

Little other work was done in this region prior to the mid-20th century. In 1949, Gordon Willey (1982 ed.) wrote a study of Gulf Coast archaeology which defined the basic cultural sequence for the region, a sequence still used today. Beginning in the late 1960s, archaeological surveys and testing increased in response to environmental legislation. The major impact of this increase in the region has been a larger number of recorded sites and some site testing. Judy Bense and her students at the University of West Florida have extensively documented the historic archaeology of the Pensacola area, as well as the Escambia River basin, while Nancy White and students from the University of South Florida have studied prehistoric sites in the Apalachicola River basin. The cultural history presented in this document is largely based on the earlier work by Willey (1982 ed.) with updates by Bense (1994; Bense and Harris 1996).

Paleoindian Period, 13,000 to 8,500 B.C.

Paleoindians are generally described as migratory hunter-gatherers who exploited the now extinct megafauna such as the mammoth and giant ground sloth. They probably lived in family groups or small bands which followed the migration of the animals on which they depended. During this period, Florida was much cooler and drier, with the shorelines extending many miles further out than the present coastline as a result of lower sea levels. Subsequent sea level rise has probably inundated coastal Paleoindian sites, as very few have been identified in the Northwest region of Florida. Inland sites have been identified primarily in proximity to major water sources, particularly in proximity to springs or river crossings where animals could be located. Early and Middle sites

are identified by the presence of the distinctive finely crafted, fluted, lanceolate projectile points such as the Simpson and Suwannee. Other tools include scrapers, adzes, blades, flake knives, ground stone tools and spokeshaves (Milanich 1994). Late Paleoindian sites include small serrated points and woodworking tools (Bense 1994).

Archaic Period, 8,500 to 1,000 B.C.

The Archaic Indians are described as hunter-gatherers who exploited a wide range of resources. They are believed to have migrated seasonally, although they may have been more sedentary than the preceding Paleoindians. Archaic Period sites are characterized by a wide range of tools made from stone, shell, bone, and wood. The lithics from this period appear to be more crudely made than the finely crafted Paleoindian points; however, they display a greater variety of forms. The distinctive projectile points for this period are large, stemmed or notched types. Ground and polished stone implements have also been associated with this period. Overall the Archaic "witnessed an increase in the number and diversity of artifacts produced" (Bense and Harris 1996:8). There is also evidence that trade networks were established for exchange of both raw materials and finished items. Sites from this period yielded the first evidence of wood, stone and, in the Late Archaic, ceramic containers.

Sites include extensive coastal and riverine shell middens, lithic quarry sites, cemeteries, and short-term campsites. Inland areas would most likely contain small campsites in proximity to permanent water sources. Bense (1985) says there was a gradual shift during the Archaic from hunting-gathering in the river valleys to the lower bays of the coastal region. Bense and Harris (1996:8) state that the "settlement system utilized seasonal base camps and short term special use camps."

During the Late Archaic Period, the Indians began making ceramics. This period is designated as the Norwood Period in the Northwest region. The ceramics consisted of crude fiber-tempered wares utilizing slab construction techniques rather than the later coiled pot form. Decoration included incising, punctation, and occasional simple stamping. The presence of ceramics may indicate a more sedentary settlement pattern. This period is marked by a heavy reliance on coastal resources. Sites in the coastal areas are distinguished by extensive shell middens or shell rings (Milanich and Fairbanks 1980). The hunting-gathering subsistence pattern also included inland campsites.

Deptford Period, 1,000 B.C. to A.D. 200

The Woodland Stage marks the beginning of distinctive regional cultural groups in Florida. It also marks the change from slab construction, fiber-tempered ceramics to coil construction and sand or grit-tempered ceramics. It is believed that this stage represents a gradual shift from a hunter-gatherer subsistence pattern to a more sedentary pattern based on exploitation of rich Gulf coastal marine resources, supplemented with inland hunting and experimentation with cultigens.

Deptford is the first Woodland period. Three types of Deptford sites have been identified in Northwest Florida: shell middens, inland middens and burial mounds. The coastal shell middens are the most common sites, although recent surveys have identified many more sites around lakes and along rivers in the inland areas. Most of these sites, however, are small artifact scatters or shallow middens. Milanich (1973) has suggested that the primary Deptford occupation was coastal with seasonal inland exploitation evidenced by small campsites. White (1986) and Tesar (1980) argue that inland occupation may have been more intensive than originally believed. Burial mounds appeared late in the Deptford period.

The diagnostic artifacts of the Deptford period are ceramics, particularly Deptford Bold Check Stamped, Deptford Check Stamped, Deptford Simple Stamped and Deptford Linear Check Stamped. There is no evidence of the presence of bows and arrows, so it is believed that throwing stones, spears, traps and nets were the primary hunting tools (Milanich and Fairbanks 1980). Evidence of basketry and cordage has been identified as impressions on ceramics (Milanich and Fairbanks 1980). Late Deptford sites contain artifacts associated with the Yent complex of Apalachee Bay and Apalachicola; this includes copper, stone plummets, carnivore teeth and rectangular stone gorgets (Sears 1962).

Santa Rosa/Swift Creek Period, A.D. 200 to 500

The Santa Rosa/Swift Creek Period represents a population based in the lower bays along the coast, with base camps, burial mounds and satellite sites on the barrier islands. The primary difference between Santa Rosa/Swift Creek sites and the preceding Deptford Period sites is ceramic decoration. Essentially this period is represented by a blending of cultural traits from the western Gulf Coast with those from the northeast. Swift Creek sites have been identified from the southern coast of Georgia inland across the northeastern portion of Florida to the Gulf coast. These ceramics are represented by conoidal-based pots with curvilinear complicated stamped patterns; tetrapods and scalloped or crenelated rims are also found. Types include Swift Creek Complicated Stamped, St. Andrews Complicated Stamped, New River Complicated Stamped, West Florida Cordmarked and Crooked River Complicated Stamped. Santa Rosa pottery is a variation of the western Marksville types found along the Gulf Coast and lower Mississippi River valley (Milanich 1994). Santa Rosa pottery is characterized by a variety of forms decorated with punctations, incising, rocker stamping and red-zoned painting (Willey 1982 ed.). Common types include Alligator Bayou Incised, Basin Bayou Incised, Santa Rosa Stamped, Santa Rosa Punctated and a fine paste, thin-walled plain ware (Milanich 1990).

Most of the known Santa Rosa/Swift Creek sites are coastal shell middens. Various shapes have been identified, including circular, horseshoe-shaped, rectangular with cleared interiors, and linear middens (Milanich and Fairbanks 1980). Identified inland sites have been found near rivers and at the edge of swamps or on high bluffs. Burial mounds have been found with the coastal shell middens.

Weeden Island Period, A.D. 500 to 1200

The Weeden Island Period was first defined along the Gulf Coast. Later studies have identified sites from this period throughout north Florida; Weeden Island ceramics also appear as minor wares in contemporaneous sites in other regions. More Weeden Island sites have been identified in this region than any other type (Milanich 1990). Early Weeden Island sites appear to consist of nucleated village settlements with one or more mounds used for both burial and ceremonial purposes. Later sites seem to be composed of scattered, possibly individual homesteads along creeks. Both settlement patterns include related special-use camps. The Weeden Island culture was evidently a ranked society with extensive ceremonial practices influenced by the Southeastern Ceremonial Complex to the west. According to Bense (1985), it represents the peak period of Native American occupation along the Gulf Coast.

Weeden Island ceramics are among the finest in the southeast, characterized by thin, well-fired pottery decorated with incising, punctation, burnishing, and red-filmed areas. Effigy forms are also present. Types include Carrabelle Incised, Carrabelle Punctated, Keith Incised, Weeden Island Incised, Weeden Island Punctated, Wakulla Check Stamped, complicated stamped and cob marked. Incising, punctation and effigy figures are more common on early sites, while stamping is common on late sites. Lithics are characterized by large Broward and small Pinellas-type points (Milanich and Fairbanks 1980).

Weeden Island subsistence was based on hunting-gathering supplemented by horticulture. Deer and acorns were extensively exploited. Settlement was probably seasonally based with fall-winter occupation in hardwood hammocks associated with river valleys and small streams. Excavated village house sites indicated oval structures approximately 5.8 x 8.8 meters in size with a central hearth. Storage pits are also present on sites (Milanich and Fairbanks 1980).

Fort Walton Period, A.D. 1200-1600

The Fort Walton Period in the Northwest region is seen largely as a florescence of the preceding Weeden Island cultural manifestations, due to influences from the fully developed Mississippian cultures of the southeastern U.S. It is postulated that this florescence included increases in population, socio-political stratification of the society, increased dependence on horticulture, and increased interaction with other areas of the Southeast (Milanich and Fairbanks 1980).

While burial mound construction was still practiced by Fort Walton peoples, the dominant site types are village midden/artifact scatters in the flatwoods adjacent to streams and rivers, and village midden/artifact scatters on the rich fertile midden soils from preceding cultures (Milanich and Fairbanks 1980). Coastal shell middens have been identified both as large linear village middens and as small rounded household middens; both indicate a continued reliance on maritime resources as well as incipient agriculture.

Material culture includes large numbers of plain undecorated, sand-tempered or shell-tempered sherds as well as incised or decorated varieties such as Fort Walton Incised, Safety Harbor Incised, and Pensacola Incised. During the Fort Walton period, small triangular arrow points (Pinellas Points) became common, suggesting a shift to hunting with bow and arrow. Numerous exotic materials and artifacts from other regions of the southeastern United States have been recovered from ceremonial and/or burial contexts. After contact with Europeans, a variety of historic period artifacts are also identified in Fort Walton assemblages (Milanich and Fairbanks 1980).

Historic Period Native Americans, A.D. 1600-1842

European contact would result in the virtual destruction of the native Indians of Florida within a hundred year period, primarily through the introduction of diseases to which the Indians had no resistance. Native ways of life were altered through the introduction of European goods and agricultural practices. The native religious practices were largely supplanted by the introduction of Catholicism through the Spanish mission system. Ceramics of the contact period reflect European influences, particularly in their shapes. These ceramics are known as Leon-Jefferson wares in North and Northwestern Florida, and the final Florida Indian period is sometimes identified as the Leon Jefferson Period (A.D. 1650-1750).

The English raids of the early 18th century led to the final removal of Florida's natives and their cultures. After 1715, the Spaniards encouraged Creek Indians from Georgia and Alabama to migrate to Florida, where they became known as the Seminole. By 1821, the American government had begun to try to force the Seminoles onto reservations along the Apalachicola River (Womack 1994). After the First Seminole War (1817 to 1818), many of the Indians were forced into Central and South Florida.

In 1830, President Jackson signed the Indian Removal Act which led to the transportation of many of the Florida Seminole to Indian Territory in Oklahoma. This act was also a major factor which led to the Second Seminole War of 1835 to 1842. During this war, a series of forts were built throughout the state and a number of military trails were established to provide access to the forts. Although there were incidences of Indian attacks in the area, there were no major Second Seminole War actions in this region.

At the end of the Second Seminole War, the majority of the remaining Indians had retreated to South Florida. A few remained in the Panhandle, primarily hidden in the swamps. Today the Lower Creek Muskogee Indian Tribe maintains a village and dance ground near Deer Point Dam, the last vestige of Native American occupation in this region (Womack 1994).

Historic Period--Euro-American Settlement

While the overall history of the Florida Panhandle could be used to encompass all three project tracts, it is more appropriate to use the county-specific histories for each tract due to the

distance between them. The following sections provide a brief history of each county as well as any site-specific historic information which was obtained during the background research for the project.

Escambia County–Cantonment Terminal Tract

The first documented European contact with the Escambia County area was during the 1528 explorations of Panfilo de Narvaez. The narrative of this expedition described the Native Americans of the region. Over 10 years later, in 1539, Diego Maldonado came to Pensacola Bay in an effort to resupply the expedition of Hernando de Soto. It is speculated that Maldonado explored the rivers and bayous while waiting for de Soto, who never arrived (Phillips and Mullins 2000).

In 1559, the Spanish king sent Tristan de Luna with a group of colonists to settle the Pensacola area. Before his ships could be unloaded, a hurricane struck, destroying over half of his fleet. When combined with disease and dissension from the settlers, this led to abandonment of the colony in 1561. The area was not reoccupied for almost 150 years. Due to the perceived expansion of the French in the Americas, the Spaniards again established a settlement in Pensacola in 1698. After several years of war over the area, a treaty was issued in 1722, ceding northwest Florida to the Spaniards (Parks 1986). Due to fear of the Indians in the surrounding area, the Spanish settlers remained close to Pensacola Bay, with only limited exploratory trips to the interior. Some logging occurred intermittently throughout the early 18th century (Hunter 1999).

The 1763 Treaty of Paris ceded the colony of Florida to the British. They divided the territory into East and West Florida, making Pensacola the capitol of West Florida. Pensacola was heavily fortified and became a center of commerce and shipping (Parks 1986). The British wanted Florida to generate money for its investors and the crown, so they exploited both timber and naval stores, and established plantations outside the city (Howard 1940). During the latter years of the American Revolution, Spain and England were again at war. In 1781, the Spaniards seized Pensacola, regaining control of West Florida (Coker and Coker 1981).

The Second Spanish Period of 1781 to 1821 focused more on commercial exploitation of Florida. Indian trade–particularly for deerskins--increased, along with establishment of brickyards, sawmills and cattle ranches. Many of the sawmills were water-powered, taking advantage of the numerous drainages of the region (Phillips and Mullins 2000).

By the early 1800s, the region was undergoing economic and political problems as a result of international actions. The French under Napoleon had imperialistic ambitions. In order to help finance these ambitions, as well as the many Napoleonic Wars, the vast Louisiana Territory was sold to the United States. This only increased pressure from Anglo-Americans on the Spanish borders. The Anglo-Americans not only wanted the lands of Florida, they resented the Spanish support of the Seminole Indians, who harbored runaway slaves. In 1814, and again in 1818, General Andrew Jackson led U. S. forces into Florida, supposedly to restore order along the frontier. As a result of these various pressures, Spain transferred Florida to the U. S. in 1821 (Parks 1986).

Anglo-American settlers had already been encroaching on West Florida, establishing farms and logging communities along the Escambia and Blackwater Rivers. Once the U.S. took over, the growth of the area remained slow due to a combination of government neglect, yellow fever epidemics and the limited viability of the interior. Timber, naval stores and brick making continued to be major contributors to the economy throughout the 19th century (Parks 1986).

Civil War activity was initially concentrated on Pensacola Bay, where the Union held fort Pickens at the entrance of the Bay for the duration of the War. Skirmishes occurred in the interior throughout the War, but Pensacola itself was largely abandoned by the Confederacy after 1862. The area was relatively lawless for several years following the War, but began to rebuild in the late 19th century, again largely dependent on logging. The coming of the railroads at the end of the century facilitated shipment of lumber and turpentine. Fishing grew in importance at the end of the century. As logging dwindled due to the lack of resource conservation measures, agriculture became more important (Phillips and Mullins 2000).

World War II brought large military bases to West Florida, resulting in major economic growth tied to these facilities. Agriculture and logging in the interior of the County remain important contributors to the economy, but construction of chemical plants, offshore oil production and tourism has led to a more diversified economy in the late 20th century (Phillips and Mullins 2000).

The Cantonment Terminal tract first appears as part of the Second Spanish Period grant to Manuel Gonzalez (Figure 11). Don Manuel Gonzalez was an officer in the Spanish commissary department, but he also owned a cattle ranch near what is now known as Oakfield. Supposedly, when Andrew Jackson entered Florida during one of his expeditions, he stopped at the Gonzalez home and demanded that either Manuel or his son guide the troops to Fort Barrancas. Gonzalez refused, and the General was so impressed by his courage that they became friends. When Jackson returned to Pensacola in 1821 to take over the territory, he stopped at Gonzalez' Fifteen Mile House (later known as Gonzalia or today's Gonzalez), while his troops camped at what is now known as Cantonment (Armstrong 1930). The original U.S. land surveys of the area show the Gonzalez grant as over 1,445 acres traversed by the Alabama Road (Figure 11). An agricultural field and house are shown in the northern part of the grant at the location of the Cantonment APE. Several other roads and trails lead west from the Alabama Road (Donelson 1828). Notes from an 1852 resurvey of the grant (Jones 1852) mention the road as well as a house to the east of the road, again within the project APE, at about the junction of the two legs of the APE. Although there is no definite information on the location of the Jackson troop encampment, one could speculate that a cleared field would be a convenient location unless it happened to be in crops at the time.

The Gonzalez family continued to be important residents of the area. In 1871, M. F. Gonzalez founded the M. F. Gonzalez Company, described as "manufacturers and dealers in meal, stock food, grain, hay, etc." (Armstrong 1930:443). The community of Cantonment to the west of the project APE is probably a result of construction of railroads and highways in this area.

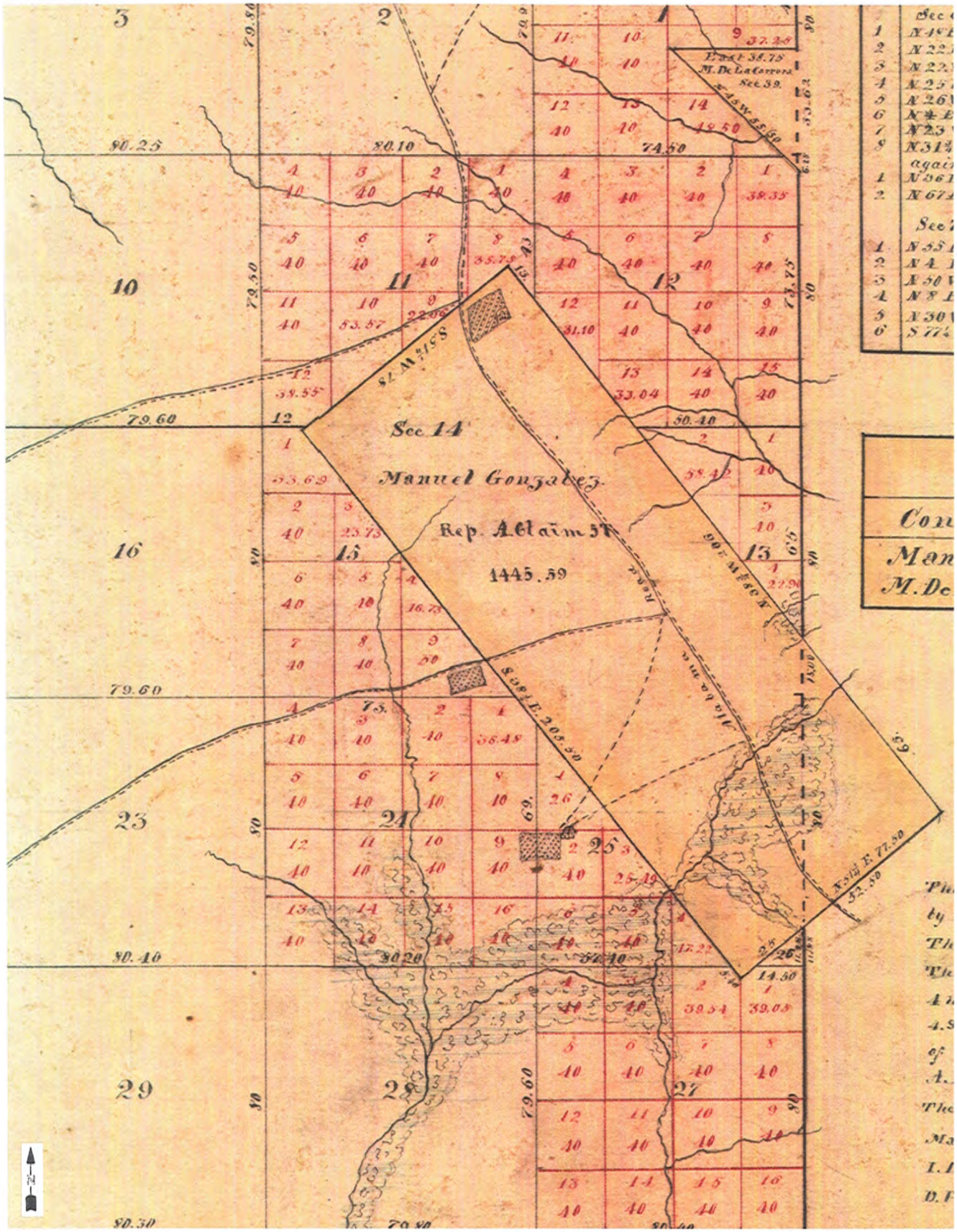

FIGURE 11. ORIGINAL FLORIDA LAND SURVEY MAP, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCE: JONES 1852

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No cultural activity is shown on a 1906 map of the area (USDA 1906). By the mid-20 th century, the project APE was a mix of fields/pasture in the southeast and southwest legs, with a wooded area along the edges to the north (Figure 12). A farmstead was located just northwest of today's Stone Blvd. (USDA 1940).

Walton County–De Funiak Springs Terminal Tract

During the First Spanish Period (1565 to 1763), the closest occupations to Walton County were the settlement in Pensacola and the Spanish mission of San Luis de Talimali in what is now Tallahassee. The mission also served as a trade center until the English raids of 1702 and 1708, when the area was largely abandoned by Spain (Mathews and Campbell 2008).

After the U. S. acquired Florida in 1821, Tallahassee became the territorial capitol, and the surrounding region became a plantation area, primarily for cotton. Walton County was first settled during this period by families primarily of Scots descent from the Carolinas, Georgia, Virginia and Alabama (Thomas and Campbell 1993). The McLendon, Campbell and Folk families arrived in West Florida about 1820. While in Pensacola, they learned about the Choctawhatchee Bay, which was inhabited by the friendly Euchee Indians. Sam Story, chief of the tribe, invited the families to come to the area. The first settlement was on Bruce Creek at Eucheeanna. As other settlers arrived, they spread into the Euchee Valley (WCHA 2011).

Walton County was established in 1824, although portions were later divided off into Washington, Holmes and Okaloosa Counties. The county was named for Colonel George Walton, secretary of West Florida during the Territorial Period (WCHA 2011). The original county seat was Alaqua. In 1845 it was moved to Eucheeanna, and then in 1886 it was moved to the present location at De Funiak Springs (Mathews and Campbell 2008).

The area was primarily small farms and cattle ranches, since the soils were unsuitable for the cash crops of the plantation system (Mathews and Campbell 2008). Crops included Satsuma oranges, grapes, pears, figs, peaches, corn, soybeans, peanuts, wheat, sugar cane, sweet potatoes and forage crops. Poultry raising was one of the first important industries of the county (WCHA 2011). During the first few years, the area was marked by conflict between the new settlers and the resident Native Americans, primarily Creeks. This conflict ended with the Second Seminole War of 1835 to 1842, which forced the Native Americans out of the area into the Indian Territories of Oklahoma or to South Florida (Mathews and Campbell 2008).

Although largely unaffected directly by the Civil War, the plantation economy collapsed during Reconstruction. Northwest Florida turned to small farms, logging and naval stores during the latter half of the 19th century. Logging was increasingly important in the Walton County area. Construction of railroads in the late 19th century increased the value of both timber and naval stores in the region. Communities developed along the railroad lines and in association with the timber mills and naval stores facilities (Mathews and Campbell 2008).

FIGURE 12. MID-20TH CENTURY AERIAL PHOTOGRAPH, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCE: USDA 1940

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De Funiak Springs was one of those railroad communities, established in 1881 by the surveyors for the Louisville and Nashville Railroad. The town was named after an official of the railroad company. In 1884, the Florida Chautauqua Association was established in De Funiak Springs, which helped establish the city as an important center in the County (WCHA 2011).

By the 1930s the timber and naval stores boom had collapsed, resulting in widespread unemployment in the region. Small farms again became the norm until the establishment of Eglin Air Force Base in the early years of World War II. After World War II, the continued expansion of the base combined with increased tourism along the Gulf coast further strengthened the economy of the county (Mathews and Campbell 2008).

The original Florida land surveys shows no cultural activity anywhere near Section 19 (Figure 13), nor is it listed in the original state land records (FDEP 2011). By the mid-20th century there were numerous trails through the project tract, as well as two small fields in the southwest corner (Figure 14). The western field may be associated with a larger holding to the west of the APE, while the eastern field seems to be related to a structure located northwest of the seep/spring. A third field was visible in the center of the tract just south of the railroad; this field seems to have a structure in the south end. The balance of the tract was wooded at that time.

Bay County–Panama City Terminal Tract

The coastal area of Bay County was probably first visited by Spanish explorers in the 16th century. St. Andrew Bay may have been named in honor of the saint on whose day the area was first visited--in this case, February 4 (Womack 1994). Although local folklore claims that the widow of Juan Ponce de Leon may have been buried at Redfish Point in the bay (Womack 1994), there is presently no evidence of Spanish settlement in the area prior to the 18th century. There are local tales that the first homesteaders in the 19th century located "old plantation sites" and "ancient clearings" which yielded "pieces of eight, doubloons and old sets of armor" (Womack 1994:13).

By the early 18th century, forts and outposts had been established on St. Joseph Bay, including the French fort of Crevecour, which dated to 1717. This short-lived stockade was abandoned and burned by the French when threatened with Spanish attack. St. Andrew Bay and the surrounding area were first mapped by George Gauld during the British survey of 1764 to 1781. Although he noted abundant oysters, pines oaks and cedars, he felt the soils were poor. One of his men, James Grant, met Spanish fishermen off the coast, and recorded their camps used for curing fish to ship to Havana (Womack 1994).

Local newspaper editor and early historian, George West reported that there was a British settlement named Wells located in the St. Andrew region. He based this report on an 1815 document by a Lt. Bonnycastle. Womack (1994) writes that present-day historians believe there was no British settlement in the area; rather the notation "wells" on the Bonnycastle map indicated a freshwater source. She says the only settlers may have been Loyalist sympathizers from Georgia, a plantation,

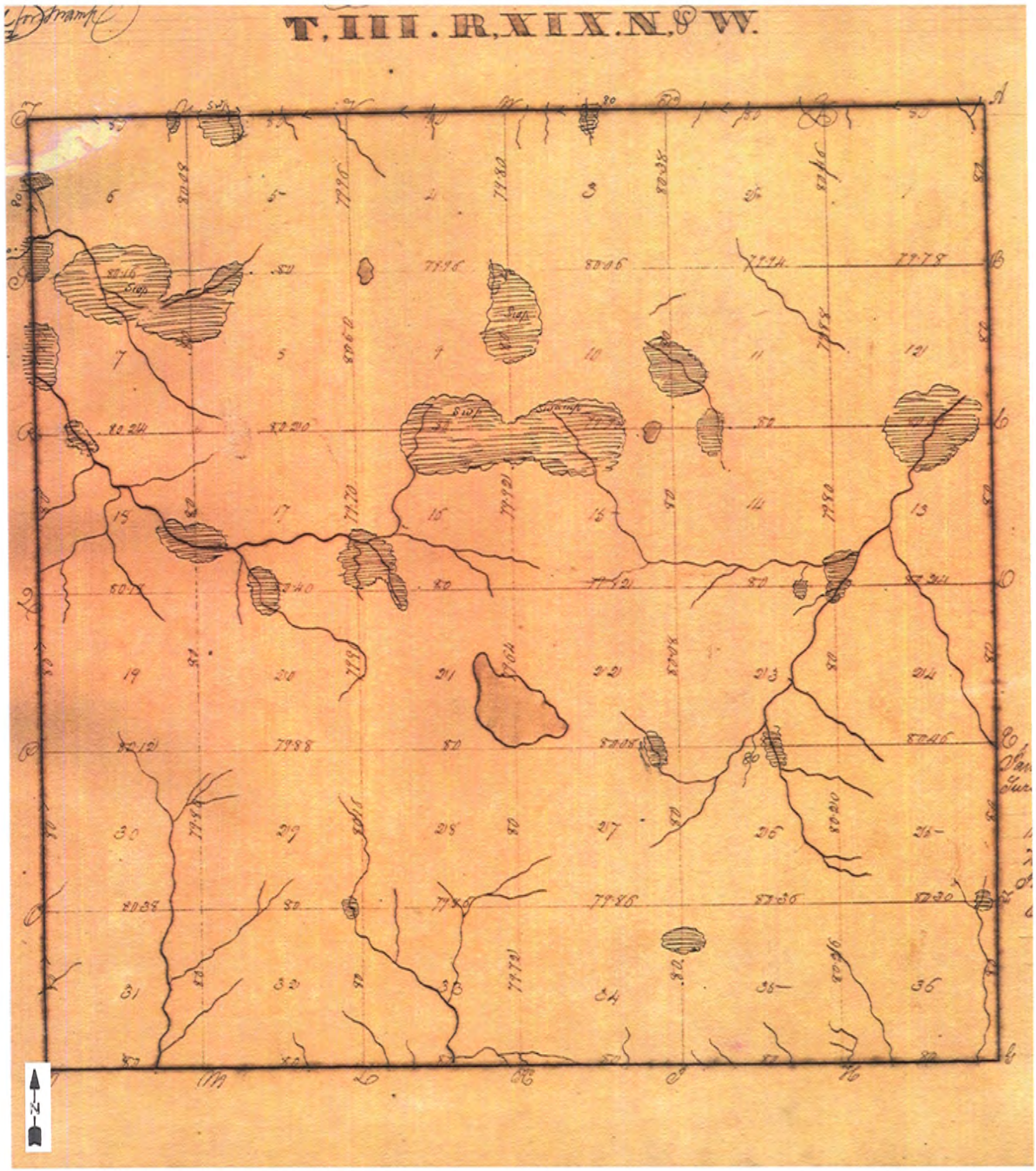

FIGURE 13. ORIGINAL FLORIDA LAND SURVEY MAP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCE: LORE AND EXUM 1826

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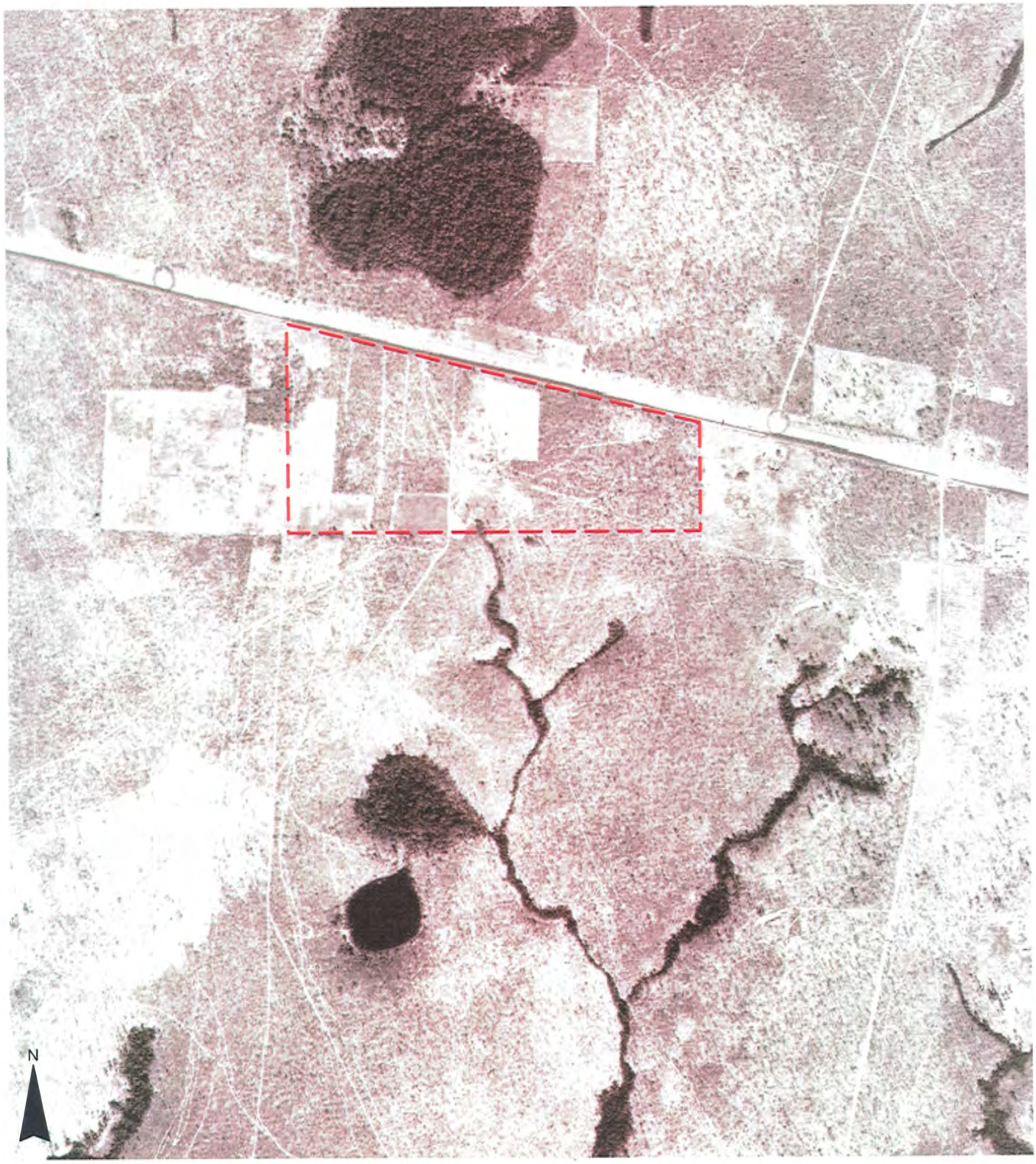

FIGURE 14. MID-20TH CENTURY AERIAL PHOTOGRAPH, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCE: USDA 1941

SouthArc, Inc.

Archaeological and Historical Services

or a Seminole Indian village. Bense and Harris (1996), however, seem to accept the presence of a British settlement which lasted until the early 1780s.

The first documented settlement of the area occurred during the American Territorial period after 1821. Jackson County was formed in 1822, including the area extending west to St. Andrew Bay. In 1825, the western part of the county, including the bay area, was separated to form Washington County (Montgomery 1987). By 1824, there were a few cabins located on the bay and Old Town St. Andrews was established between Old Town Bayou (Lake Caroline) and present-day Frankford Avenue. Most of the houses were summer homes of planters from inland Jackson County who were escaping "summer sickness"; while there, they exploited the abundant fishing in order to salt the fish for winter food (Womack 1994).

After St. Andrews was designated a port of entry in 1825, a number of trading posts were established in the area to ship cotton from inland plantations. This included a post at the intersection of U.S. 231 and SR 73 established by Thomas Ormand, Andrew Young and Rufus Sewall (Womack 1994), as well as a branch of the Panton, Leslie & Co. firm on Cedar Creek (Montgomery 1987). By the early 1830s the extensive pine forests of the region had begun to be exploited for timber and naval stores (Womack 1994).

The Civil War made St. Andrew Bay and the surrounding area a major activity center, both for blockade runners and as a source of salt. The many bayous and creeks provided hideouts for blockade runners as well as points to load cotton and unload medicine, coffee and armaments. Enforcement of the blockade by the Union was frequently lax, since many Northern businesses profited from the illegal trading activities (Womack 1994).

Salt-making, on the other hand, was an enterprise which frequently came under Union attack. Salt was vital to the South due to the lack of refrigeration. Salt was used to preserve perishable foods such as meat, fish and butter. It was also used in leather processing and was vital to the diets of both people and animals. The combination of an extended coastline, many sheltered bays and inlets, and abundant pine forests for fuel made Florida a leader in the production of salt for the Confederacy (Johns 1963).

By 1862, the state was actively promoting an increase in salt production (Johns 1963). Salt makers were even exempted from military service (Askew 1967). The state's plea was so successful, in combination with the rapid rise in salt prices from $3 per bushel to $16 to $20 per bushel, that speculators from other states moved to Florida to join the industry (Johns 1963). St. Andrew Bay became the site of perhaps the largest saltmaking operations in the state due to its protected waters and high saline content (Lonn 1931). Askew (1967) estimates that as many as 5,000 saltmakers were active in St. Andrews during the war. Although many of the salt works were small operations consisting of a few kettles, perhaps a boiler and small furnace, some sheds, a wagon and pans, there were also extensive government-built works in the area. By 1862, a Federal Navy officer said that there were so many salt works in the bay that at "night the sky was lit up, both to the eastward and westward, away inland for a long distance" (Askew 1967:6).

Beginning in the fall of 1862, the Federal Navy began a series of raids in an attempt to destroy the salt works in the area. Unfortunately for the Union, these operations were reestablished almost as fast as they were destroyed (Askew 1967). However, the following fall the Union was more successful, destroying almost 500 salt works valued at over $6,000,000, as well as the town of St. Andrews itself. At the same time, many of the Confederates destroyed their own works to prevent them from falling into Federal hands (Askew 1967; Lonn 1931).

By February 1864, the Confederacy had somehow found the money, materials and manpower to rebuild the industry in the form of " 'the largest government salt-works ever created in Florida' " (Lonn 1931:177). After only 10 days of operation, Master Browne struck again, destroying the complex valued at over $140,000 (Lonn 1931). But the cycle of rebuilding and subsequent destruction continued until the end of the war, with the last demolition occurring in February, 1865 when "pans with a boiling capacity of 13,615 gallons" were destroyed (Lonn 1931:180).

The post-Civil War rebirth of the area was slow, partly due to the crippling financial effects of the War, but also because the coastal area had been a summer retreat for planters with few full-time residents. Salt making and fishing continued, but Governor Milton complained that most of the people in the region after the war were "deserters from both armies, runaway slaves, and criminals who were escaping justice" (Montgomery 1987:42). Even the Port of St. Andrews office was closed in 1880 (Montgomery 1987). In 1870, the County had a population of only 2,302 people, the majority of whom were apparently fishermen who worked seasonally and were described by geographer Silas Stearns in 1879 as leading "a lazy shiftless sort of life" (Montgomery 1987:44).

In fact, the government retained ownership until 1880 of 99 % of the land which would eventually become Bay County. However, change came along with the railroad in the early 1880s. The Louisville & Nashville (L & N) Railroad opened the area to development and brought new settlers who quickly acquired the now-available government tracts. At the same time, sawmills, naval stores operations and salt fishing factories were established throughout the area (Womack 1994; Hutchison 1972). By 1890, the community of West Bay had been settled, primarily subsisting as one of the largest salt fish markets in the region (Hutchison 1972).

Turpentining became a major area activity in the late 19th and early 20th centuries. One of the larger operations was that of the McKenzie & Vickers Turpentine Company, which had four stills in the area at Millville, Anderson, near Econfina and at Burnt Mill Creek (Carswell 1991). Turpentine production began in the Carolinas during the colonial period and was brought to Florida by people from Georgia and the Carolinas in the early 19th century. The industry grew tremendously in the later years of the 19th century, and by 1911 the region around St. Andrew Bay was "the largest producer of naval stores in the U.S." (Womack 1998:176). The industry thrived until the 1930s when the depression and competition from synthetic products ended the boom (Womack 1998).

In 1913, Bay County was created out of Jackson and Washington Counties, with Panama City established as the county seat the following year. By this time, the area was being promoted as a

land of opportunity for northern Civil War veterans. The claims touted the climate and the potential for growing citrus, as well as the attractions of the Gulf (Womack 1994).

When the Depression began in 1929, Bay County had become essentially a "giant wasteland after millions of acres of 'pine tree gold' had been turpentined and cut by sawmills with no plans for reforestation" (Womack 1994:139). In 1930, Southern Kraft Corporation, a subsidiary of International Paper Co., built the first paper mill in Florida on 190 acres at Bay Harbor. At that time, the mill was the largest of its type in the world. The wages it offered were the highest in the region and it operated around the clock, providing a tremendous impetus to the local economy at the height of the Depression. During the same period, Bay County acquired its first airport, Tyson Field. This was followed in 1938 by construction of Atkinson Municipal Airport on Pretty Bayou and North Bay (Womack 1994).

The military came to Bay County just before the onset of World War II when construction of a gunnery school began on East Peninsula. This facility would become Tyndall Field. This was followed in 1942 by establishment of the Naval Section Base on St. Andrew Bay across from the Wainwright Shipyard, which built Liberty ships and tankers during the war. One result of construction of these facilities was an influx of military personnel and shipyard workers to the area, many of whom eventually made Bay County their home (Womack 1994).

Since World War II, Bay County's economy has been based on a mix of tourism centered on Panama City Beach, the military, the paper company, shipping, fishing and timber (Womack 1994). Since its earliest years, the project area has been a focus of the timber and naval stores industries, a function it retains today under the ownership of the St. Joe Paper Company.

The original land surveys of the project area show no cultural activity within or near Section 34 (Figure 15). The section is not listed in the state land records (FDEP 2011). The mid-20th century aerial photographs show evidence of logging in the uplands, but no disturbance of the lower areas (Figure 16).

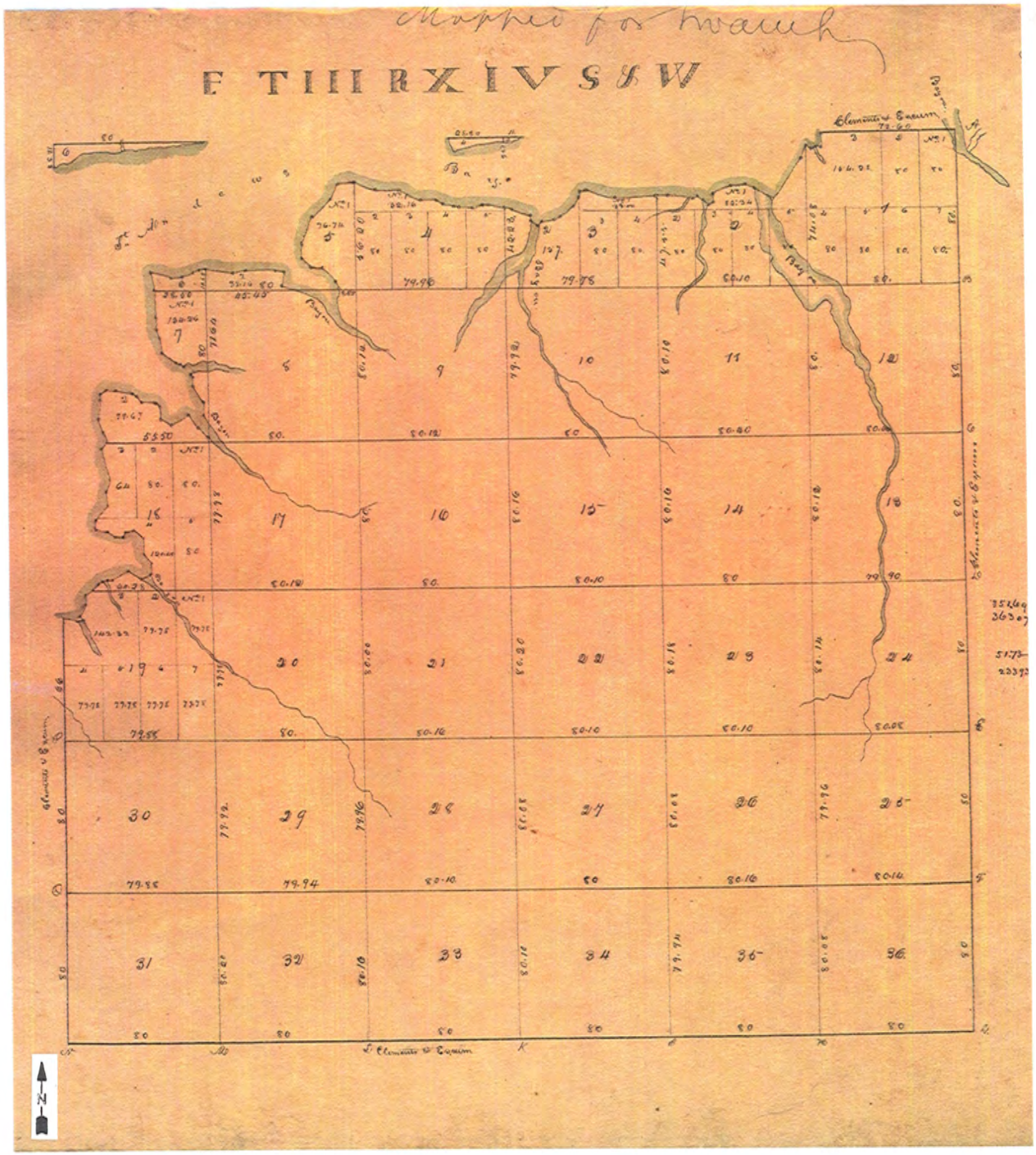

FIGURE 15. ORIGINAL FLORIDA LAND SURVEY MAP, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

SOURCE: CLEMENTS AND EXUM 1831

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FIGURE 16. MID-20TH CENTURY AERIAL PHOTOGRAPH, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

SOURCE: USDA 1953

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METHODS

The methods for the project were based on FDHR guidelines. The same approach was used for all three project APEs. Background research was used to stratify the tracts for the field surveys. The methods consist of three basic tasks: background research, fieldwork, and analysis/documentation.

Background Research

The project began with a literature review to obtain information on the known archaeological and historical sites in the project areas, as well as environmental and historic data on the project tracts. This information was used to produce the environmental settings and cultural history sections of this report, as well as to define the nature of the sites which might be expected within the project tracts. An in-house search of the Florida Master Site File (FMSF) GIS shapefiles was used to obtain information about known sites and previous surveys within one mile of the APEs (FMSF 2011). The Florida Department of Environmental Protection (FDEP) website (FDEP 2011) was utilized to obtain copies of the original 19th century land surveyor's notes and maps, and land sales records. John Phillips of the University of West Florida was consulted concerning historic activity in the vicinity of Cantonment in Escambia County. Other surveys completed in the project areas were reviewed to identify site location patterns and the types of sites which might be expected. Historic data was obtained from local histories, the original Florida land surveys, historic maps and older aerial photography. Information on the cultural history of the region was obtained from published sources and SouthArc's in-house collections. Environmental data was based on topographic maps, soil surveys, and aerial photographs.

Fieldwork

The background research suggested that none of the project tracts had a high potential for prehistoric sites, primarily due to their environmental characteristics and the lack of previously identified sites in the vicinity of the tracts. The research did suggest that the Cantonment site might have potential for historic sites, due to its proximity to the previously recorded 8ES2977 site. In general, areas of the tracts with comparatively better drained soils and proximity to potential water sources were considered to have the best site potential.

For the stratified subsurface testing, the areas with the best site potential were tested at 25-meter intervals. Medium potential areas were tested at 50 meter intervals, and low potential areas were judgmentally tested. The test unit interval was reduced to 25 meters in all areas when cultural material was recovered, in order to delimit site boundaries and obtain sufficient data to identify and complete a preliminary assessment of the sites. In the case of historic artifacts, the interval was selectively reduced to 12.5 meters at the densest test unit to evaluate the finds. Subsurface testing was not conducted in areas of extensive disturbance or wetlands. All subsurface test units were approximately 50 centimeters (cm) square and excavated to a depth of one meter where possible.

All soil was screened through ¼-inch hardware cloth. Field notes recorded unit location, soil stratigraphy, presence/absence of artifacts, dominant vegetation, and proximity to cultural or natural features. Subsurface testing was supplemented by surface inspection of the tracts.

Analysis and Documentation

All collected material was returned to SouthArc's offices for cleaning, identification, and cataloguing. Artifacts were gently washed over ¼-inch hardware cloth, air-dried, and sorted by material. Identification was based on accepted regional and historic typologies. All recovered artifacts were historic materials, which were compared to standard references and identified by material and function if possible. A catalog was maintained providing location, identification, number, and weight in grams for all recovered artifacts (Appendix A). Artifacts are temporarily curated at SouthArc's Gainesville office pending identification of a permanent curation facility.

After the artifact analysis was completed, this information was correlated with the field records and background information to develop this report and graphics. Additional project documentation consists of the FMSF forms provided in Appendix B of this document.

RESULTS AND RECOMMENDATIONS

As with the environmental and historic sections of this report, each of the three project APEs will be discussed separately in this section, with the recommendations for all three tracts summarized at the conclusion of the section.

Cantonment Terminal

An in-house review of the FMSF database indicated that the closest previous surveys to the Cantonment project APE were a cellular tower survey adjacent to US 29, and a pipeline survey approximately a half mile south of the property. There are four previously identified archaeological sites within or just over a mile from the tract (Figure 2). Two of these, 8ES1035 and 8ES1261, were described as Archaic period lithic scatters; neither has been evaluated for eligibility to the *National Register*. 8ES3344 is a late 19th to early 20th century homestead marked by domestic refuse. It was identified as not eligible for the *National Register*. The fourth, and closest site, is the Manuel Gonzalez Complex 1, 8ES2977 (FMSF 2011). According to the FMSF form for the site, it was identified based on historic information, but no field verification has been conducted. The site was designated to encompass the four structures shown in the north end of the 1817 Pintado plat of the Gonzalez Grant (Figure 17) (Phillips and Mullins 2000; Phillips 2011).

The Cantonment tract appears to have been in planted pine for at least 30 years. Most of the pines were cut within the past few years. Based on the 10 to 12-inch diameters of the trunks, they were relatively immature trees cut for pulp wood. The logging left numerous heavy equipment scars and skidder tracks within the APE. The terminus of Stone Boulevard has also been pushed into the property, with the removed top soil located in push piles to the southwest. Over half of the APE is within an existing developed industrial area which has been recontoured, and appears to contain extensive fill, as well as several structures. Current vegetation within the undeveloped portions of the APE is dominated by laurel oaks, scattered pines and *Ilex vomitoria* (yaupon holly) (Figure 18). The slopes on the northwest and northeast are fairly steep, grading down to wetlands.

Testing within the Cantonment APE focused on the upland area in the southeast leg of the tract which appeared to be the least disturbed (Figure 19). This was also the area closest to the previously recorded 8ES2977 site (Figure 2). No subsurface tests were placed on the steep slopes to the northwest and northeast; these areas were surface inspected, as ground exposure was good in trails and roads. No testing was conducted in the existing developed area, due to the obvious impacts of grading, retention ponds, existing structures and fill.

A total of 15 test units were excavated within the APE (Figure 19). Soils were generally gray brown sand over brown sand (see Appendix A for details). When positive test units were encountered, the test unit intervals were reduced to 25 meters and then to 12.5 meters around the most productive test unit to delineate the site. Surface inspection of the eroded edges of paved Stone

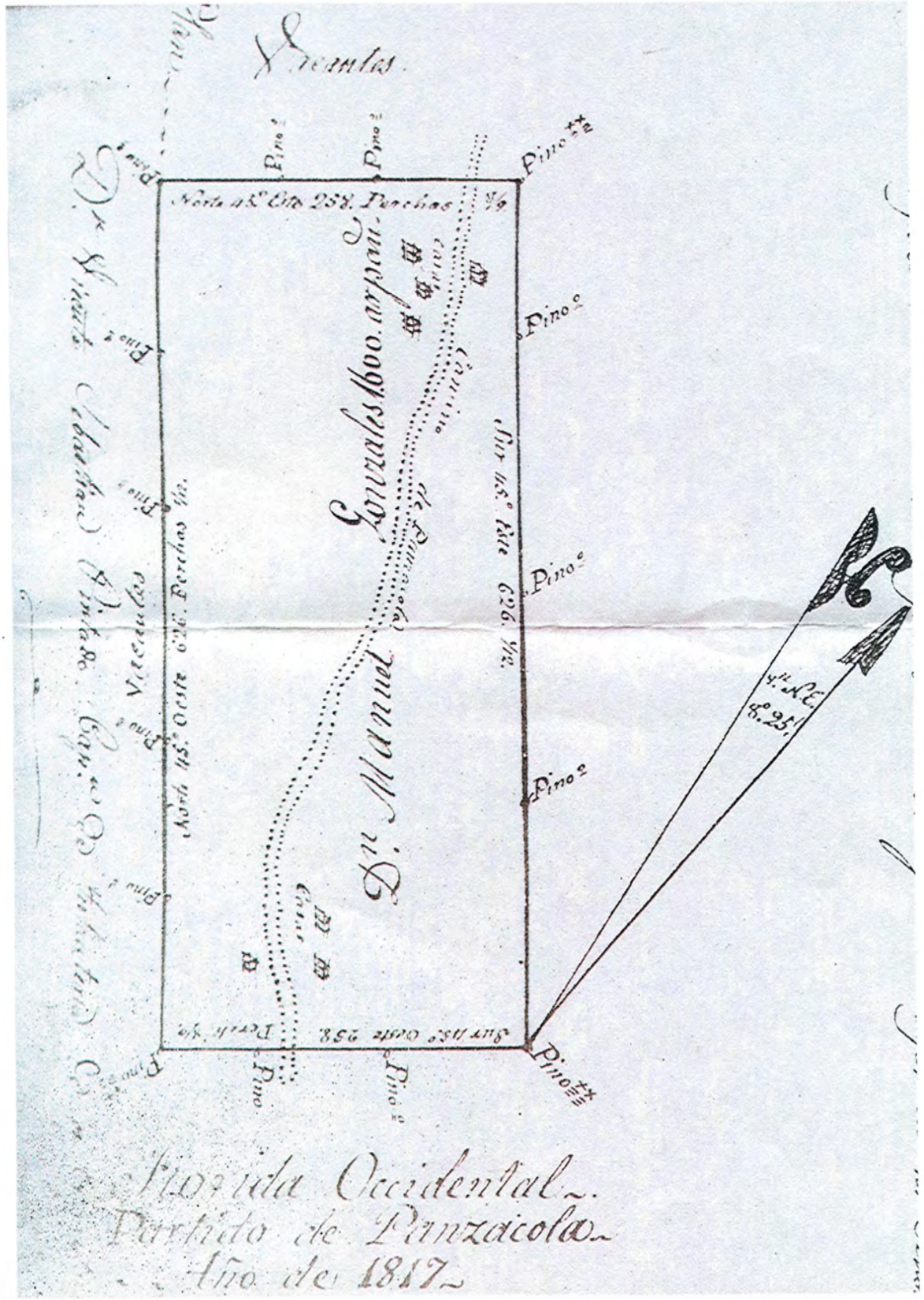

FIGURE 17. PINTADO MAP OF GONZALEZ GRANT, ESCAMBIA COUNTY, FLORIDA

SOURCE: PINTADO 1817

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N400, E250 LOOKING NORTHWEST

NORTHEAST SIDE OF PROPERTY LOOKING SOUTHWEST AT FACILITY

FIGURE 18. REPRESENTATIVE PHOTOGRAPHS, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

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FIGURE 19. TEST UNITS AND SITE LOCATION, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

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Boulevard recovered additional artifacts. One site was identified and designated the Gonzalez Farmstead, 8ES3641.

Gonzalez Farmstead Site, 8ES3641

The Gonzalez Farmstead site was delineated based on four positive test units and surface material (Figure 19). The field crew also noted both privet (*Ligustrum* spp.) and persimmon (*Diospyrus virginiana*) in the vicinity of the positive test units; both are domesticated plants. The recovered artifacts are consistent with a mid to late-19th century domestic occupation (Table 5 and Appendix A). Unfortunately, the material was recovered in an area which has been significantly impacted by silvaculture, logging and road construction (Figure 20). All materials were recovered from the upper 30 cm of the test units or the surface. No evidence of structures or archaeological features was encountered.

Table 5. Artifact Summary, Gonzalez Farmstead Site, 8ES3641, Escambia County

Artifact	Count	Weight (g)
Ceramic, plain porcelain plate sherds	4	38.7
Ceramic, salt glazed stoneware sherd	1	3.2
Glass, dark green bottle	11	24.2
Glass, clear bottle	1	3.6
Brick–one marked "...ALEZ" and "...F. B."	13	1527.8
Mortar	1	1.8
Nails, cut	6	27.9
Shoe last, cast iron	1	938.1
Totals	**38**	**2565.3**

Historic research resulted in the following findings about the Cantonment APE. An explanation is given as to how the research relates to the field results.

1. SouthArc replotted the 1817 Pintado map on a modern topographic map, which resulted in the northeastern building of the group of four structures plotting in the general vicinity of the archaeological material (Figure 21).
2. Enlargement and replotting of the 1852 land survey map placed the field or orchard shown on that map, as well as a house in the corner of this feature in the approximate area of the existing developed portion of the APE (Figures 22 and 23). It should be noted that this map puts the Alabama Road further east than the Pintado map, probably a more accurate plot. The Pintado map appears to be a sketch, while the north and south ends of the road were measured in by the later surveys. The 1852 surveyor's field notes also recorded the house shown in the corner of the field (Jones 1852). This house would not be far from the artifacts recovered by SouthArc.
3. John Phillips of the University of West Florida said that local informants reported that the Gonzalez house was in the area now containing the industrial complex, and that it still existed 30 or 40 years ago (Phillips 2011). The 1940 aerial photograph (Figure 12) and 1960

LOOKING SOUTHEAST INTO 8ES3641

LOOKING SOUTHWEST INTO 8ES3641

FIGURE 20. GONZALEZ FARMSTEAD SITE, 8ES3641, ESCAMBIA COUNTY, FLORIDA

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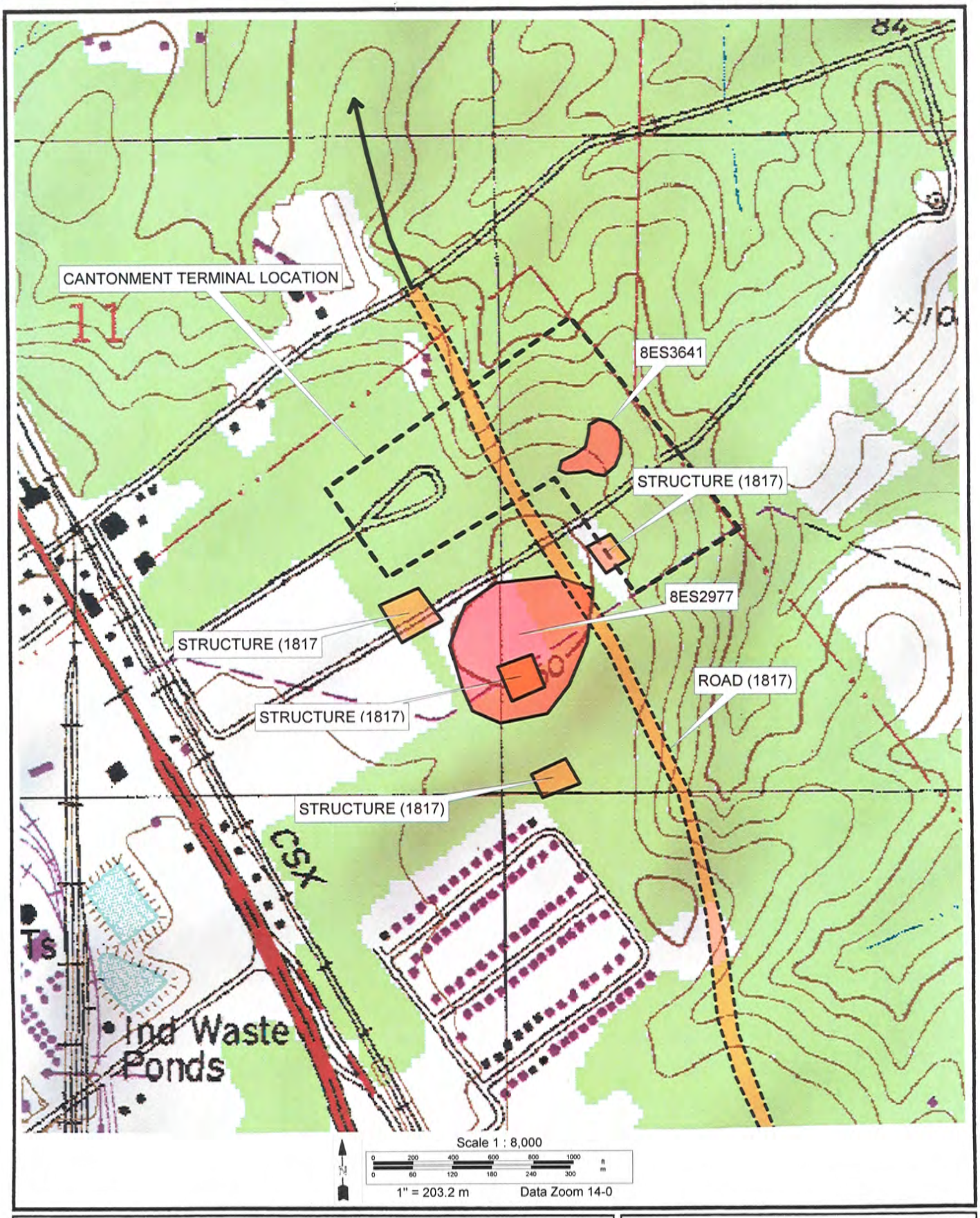

FIGURE 21. OVERLAY OF PINTADO MAP ON CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCES: USGS 1978a, b; PINTADO 1817

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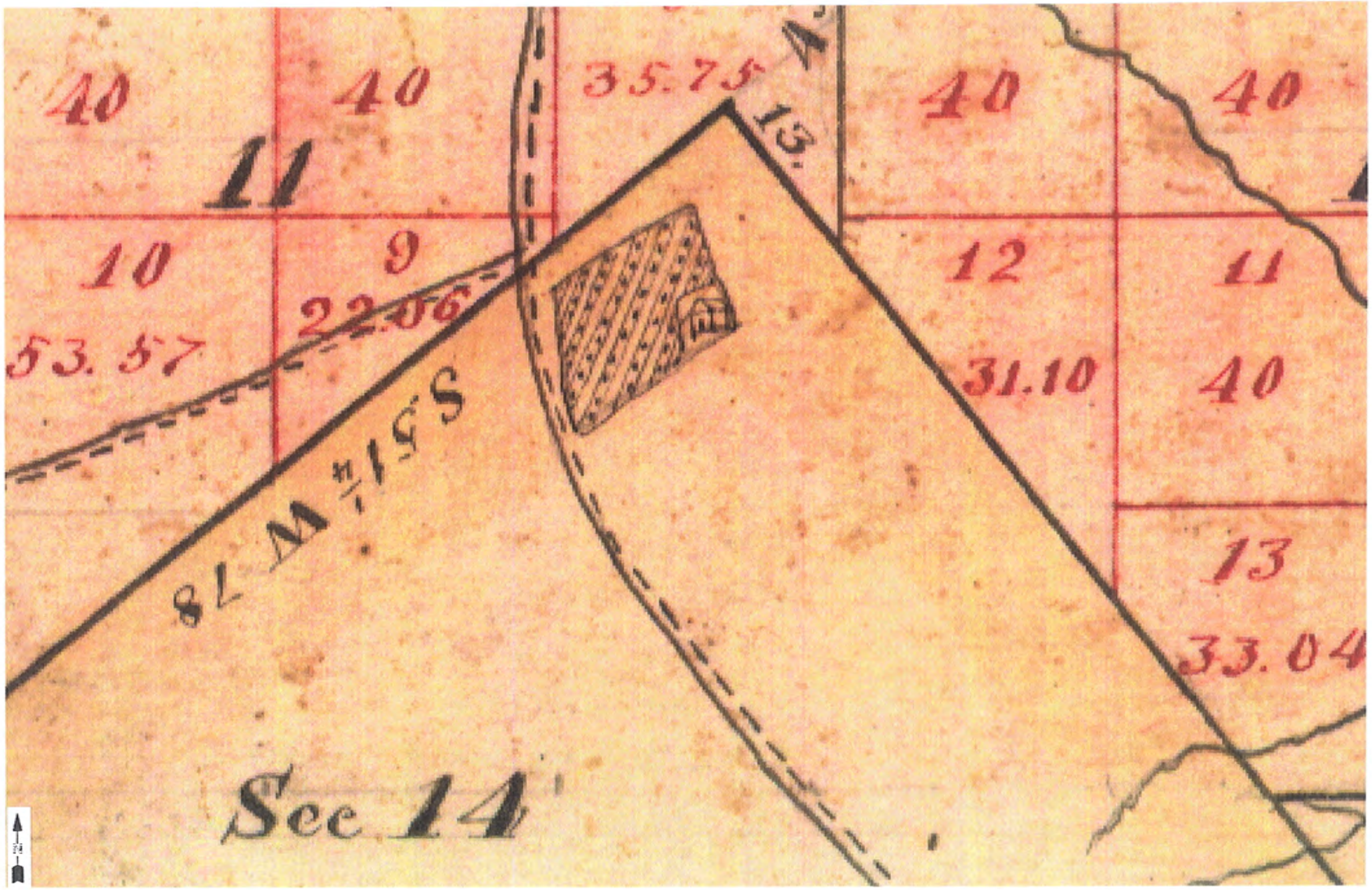

FIGURE 22. DETAIL OF ORIGINAL FLORIDA LAND SURVEY MAP, ESCAMBIA COUNTY, FLORIDA

SOURCE: JONES 1852

SouthArc, Inc.

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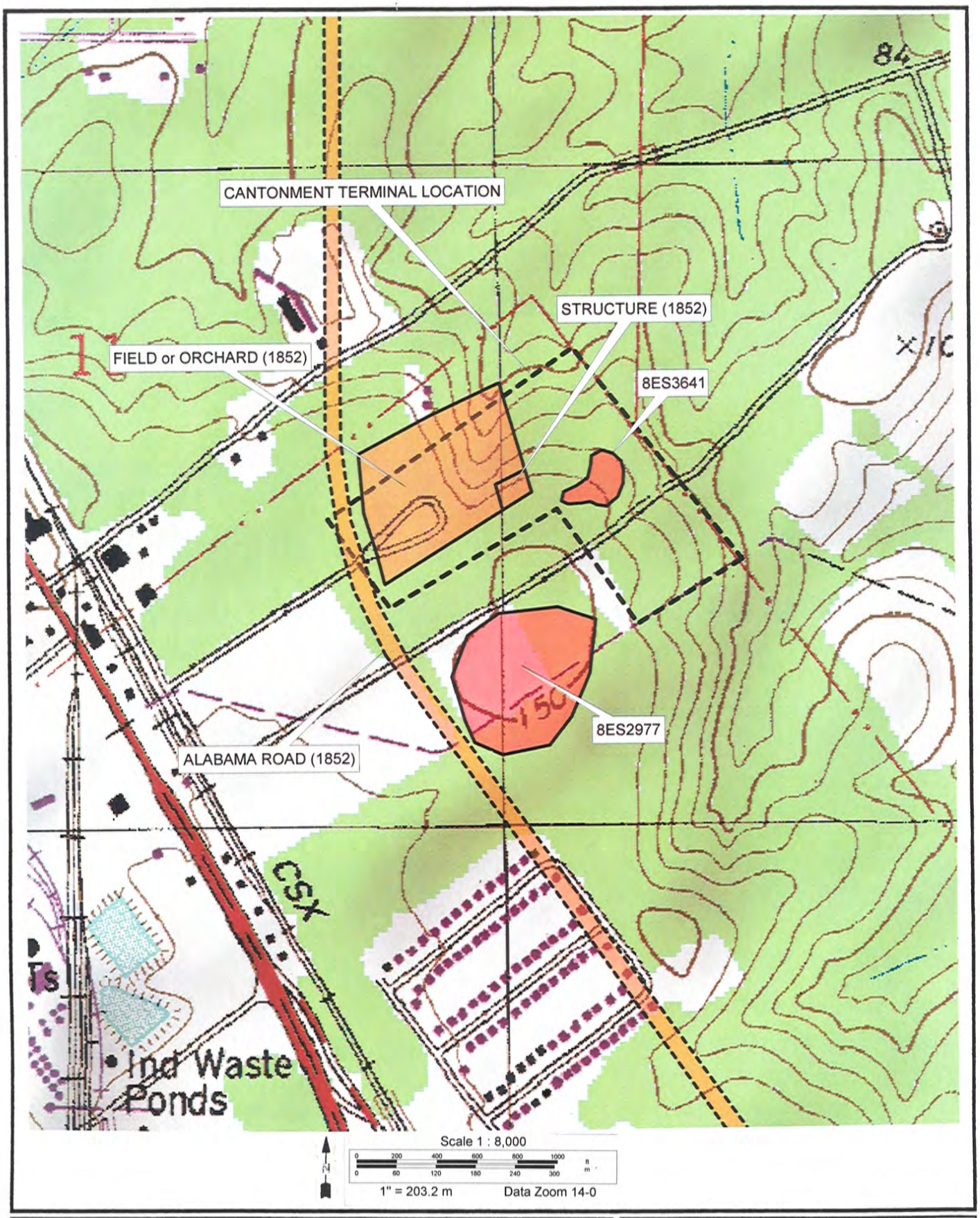

FIGURE 23. OVERLAY OF ORIGINAL FLORIDA LAND SURVEY MAP ON CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCES: USGS 1978a, b; JONES 1852

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soil survey (USDA 1960) show a structure located in what is now the industrial complex. The informants believe that this is the house in which Andrew Jackson stayed on his way to Pensacola to assume the Territorial Governor's position. Local lore says that Jackson troops camped in the south end of the Gonzalez grant where the Pintado map shows a second group of buildings (Figure 17), rather than at present-day Cantonment (Phillips 2011).

4. Phillips also reported that a colleague's not yet published research says that Confederate soldiers camped in the north end of the Gonzalez tract when they abandoned Pensacola in 1862 (Phillips 2011). Logic would indicate that the soldiers would probably have camped in the vicinity of the Gonzalez structures.

SouthArc would note that none of the recovered artifacts are military in nature. None of them can be accurately dated to the early 19th century Territorial Period, with the possible exception of the stamped brick fragment. The incomplete wording of "...ALEZ" could be interpreted to be Gonzalez, suggesting bricks made by the family. It should be noted, however, that the Gonzalez family remained active in this area well into the late 19 th century, and may very well have been manufacturing bricks at any time during the 19th to 20th centuries.

No evidence of the old Alabama-Pensacola Road was observed within the project tract. It has probably been destroyed by silvaculture and the existing industrial facilities.

In our opinion, the Gonzalez Farmstead site, 8ES3641, is related to the structure shown on the 1852 land survey and reported to be present as recently as the mid-20th century. Whether it was a residence or simply an outbuilding cannot be determined from the limited material recovered. Due to the limited material recovered and the disturbance present within the site, it does not appear to have the potential to answer questions about historic activity in this area.

De Funiak Springs Terminal

The in-house review of the FMSF database showed that the closest previous surveys are road surveys over a mile from the De Funiak Springs APE. The closest previously identified cultural resources are over a mile from the project APE (Figure 5). The sites consist of two prehistoric artifact scatters (8WL55 and 8WL963), and two isolated lithic artifacts (8WL912 and 8WL913). None of the sites are classified as significant or eligible for the *National Register* (FMSF 2011). A review of the mid-20th century aerial photographs (Figure 14) indicates that portions of the tract were in active agricultural usage, and that there were several structures on the property at one time.

Today the De Funiak Springs tract is in second growth and ruderal vegetation (Figure 24). The center is a pasture with scattered trees and shrubs. The eastern portion contains turkey oak scrub and a borrow pit in the southeast corner. This pit may have been associated with road paving, as there are scattered areas of asphalt paving in the pit. The western portion of the APE is in thicker vegetation of laurel oaks and shrubs. Numerous trails cut through the property. Existing structures are located in a pasture north of the seep/spring. They include a modern barn, a modern structure constructed of stacked 2 x 4 boards, and a small feed storage building. The feed building was

EAST SIDE OF PROPERTY LOOKING WEST

MIDDLE OF PROPERTY LOOKING NORTH DOWN WILLOW LANE

FIGURE 24. REPRESENTATIVE PHOTOGRAPHS, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

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WEST SIDE OF SPRING LOOKING SOUTHEAST AT MINED AREA

NORTH SIDE OF SPRING LOOKING SOUTH ACROSS SPRING AT MINED AREA

FIGURE 25. SPRING/SEEP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

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recorded as the only historic structure on the tract (8WL2583). The seep/spring at the south end of the property has been impacted by excavation of borrow areas around it and construction of a berm to control the flow (Figure 25). Erosional deposition has occurred along the edges of the seep/spring. The borrow pit seems to have removed the structures visible on the mid-20th century aerial photograph.

A total of 32 excavation units were placed within the APE (Figure 26). The majority of the units displayed soil profiles of 10 to 20 cm of gray sand over brown to light brown sand (see Appendix A). Only one unit yielded cultural material, all of which was modern building construction debris consisting of automobile glass, wire cut brick, asbestos siding, asphalt shingles, wire nails, miscellaneous fasteners and plastic fragments (see Appendix A). Since the unit was clearly in a debris deposit, and all of the material was modern, no additional units were placed and no site number was assigned. The only recorded site was the feed storage building.

Feed Shed, 8WL2583

The frame shed has a 5V metal gable roof and beveled clapboard siding on the exterior (Figure 27). The interior has 1 x 3 boards mounted flush to each other. A window opening which appears to be a later addition is located on the south gable end, and the entry door is on the north gable end. There is no apparent foundation of any type, so the building may just sit flush on the ground. The building is in seriously deteriorated condition. It is a standard form with no distinctive architectural features or known historic associations, so it does not appear to meet the criteria for significance.

Panama City Terminal

The closest previous surveys to the Panama City APE are cellular tower surveys and road surveys to the northeast and southwest. The only recorded cultural resources within a mile of the tract are two historic structures located south of 16th Street (Figure 8; FMSF 2011). The only historic land use appears to have been logging of the uplands (Figure 16).

The Panama City APE has a very low, almost flat topography which is poorly drained. Ditches to the east, southeast and running north-south provide modern drainage. The uplands are dominated by sawpalmetto, gallberry, and titi, with scattered pines and water oaks (Figure 28) The wetlands contain titi and bay, as well as other forested wetland trees. The only current cultural activity consists of access roads for logging and the drainage ditches.

Due to the low site potential for this tract, 16 judgmental test units were placed on transects of the property (Figure 29). Typical profiles of upland units were up to 20 cm of gray sand over brown or light brown sand. Clay was encountered in several units, impeding further excavation. Several units contained only black or black brown organic muck and water (see Appendix A). No cultural resources were identified by subsurface testing or surface inspection of the APE.

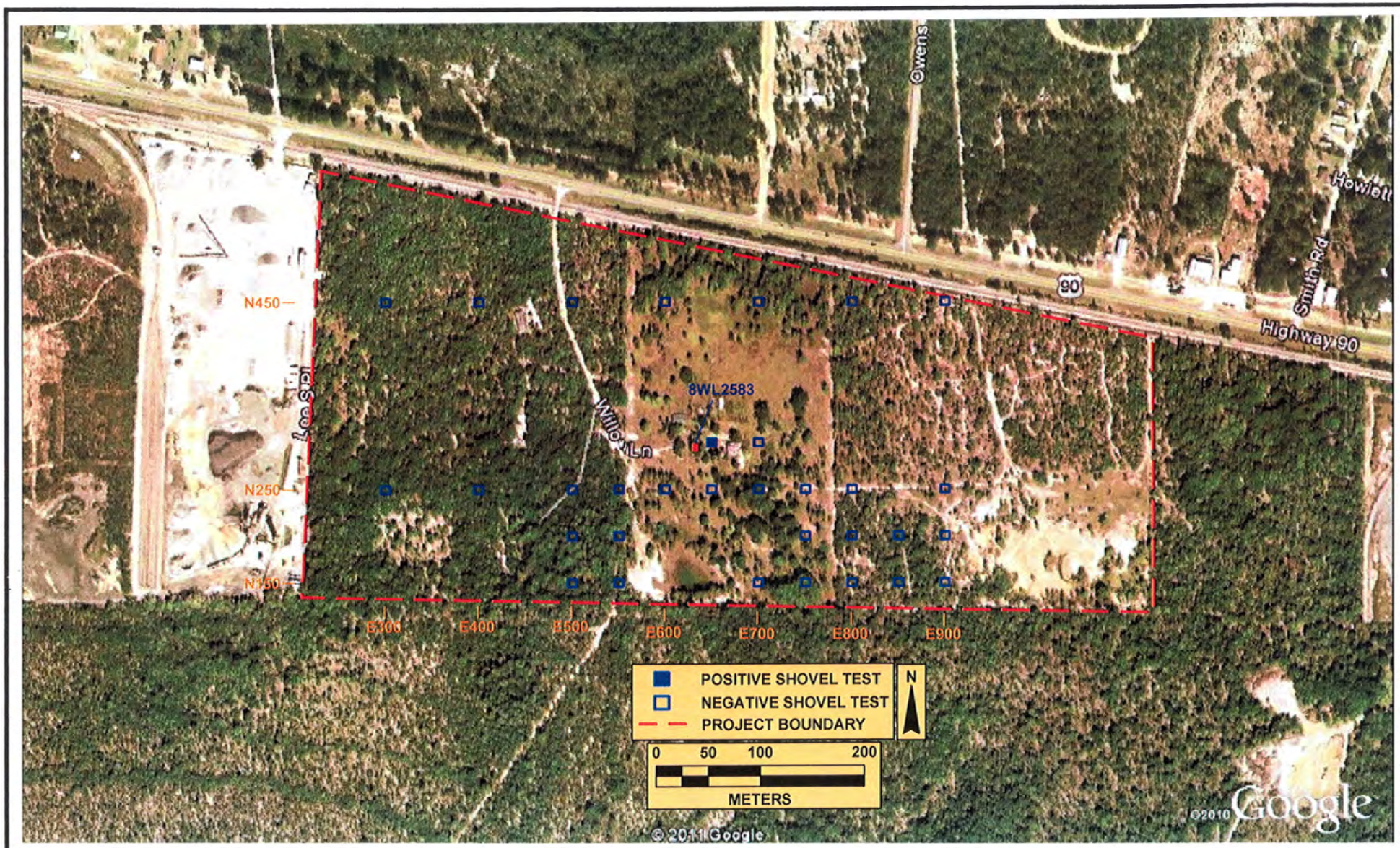

FIGURE 26. TEST UNITS AND SITE LOCATION, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

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8WL2583, FEED SHED, SOUTH FACADE

8WL2583, FEED SHED, EAST FACADE

FIGURE 27. FEED SHED, 8WL2583, WALTON COUNTY, FLORIDA

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MIDDLE OF PROPERTY LOOKING EAST

MIDDLE OF PROPERTY LOOKING SOUTH

FIGURE 28. REPRESENTATIVE PHOTOGRAPHS, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

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FIGURE 29. LOCATION OF TEST UNITS, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

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Conclusions and Recommendations

The Cantonment and De Funiak Springs terminal sites have both suffered major impacts from previous land use activities. At Cantonment this includes silvaculture, logging and construction of the existing industrial facilities and roads. Impacts at De Funiak Springs include borrow pits, a berm at the spring/seep, agriculture and a possible mine in the southeast corner. The Panama City tract has a very low potential for cultural resources due to the poorly drained wet nature of the environment.

Two cultural resources were identified in the surveys of the tracts. The De Funiak Springs tract contains modern farm buildings, but it also has one older feed storage building, 8WL2583, which probably dates to the early 20th century. The building has no distinctive features or historic associations, and is in extremely poor condition. It does not meet the criteria for eligibility to the *National Register of Historic Resources.*

The Gonzalez Farmstead site (8ES3641) at the Cantonment tract consists of a scatter of mid 19th to early 20th century artifacts in an area near structures shown on early maps of the property (Figures 21 and 23). None of the artifacts, with the possible exception of a stamped brick fragment, could be tied to the historic Gonzalez occupation of the property. None of the artifacts were military in nature, so they could not be tied to occupations by troops under Andrew Jackson or later Confederate troops. The artifacts were in disturbed contexts with no evidence of archaeological features or historic structures. As a result, the 8ES3641 site does not have the potential to yield data which would address regional or local research questions. Therefore it does not appear to be eligible for the *National Register of Historic Places.* While the history of this tract is quite interesting, the extensive disturbance argues that further research would not be productive.

Based on the results of the surveys, it is the opinion of SouthArc's archaeologists and architectural historian that the proposed projects will not impact any cultural resources listed on or eligible for the *National Register of Historic Places*. We recommend that no further research be required prior to proceeding with the projects.

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UNANTICIPATED DISCOVERIES AND FLORIDA LAW

Due to the local nature of land use decisions, historic preservation laws are predominately enforced by state and local governments. The Florida legislature has enacted laws pertaining to unmarked human burials, intending that "all human burials and human skeletal remains be accorded equal treatment and respect based upon common human dignity without reference to ethnic origin, cultural background, or religious affiliation."[1] This section discusses some of the laws which may apply in the event that certain unanticipated discoveries are encountered.

Applicable Florida Law

The mandates of Florida Statutes (Chapter 872, *Offenses Concerning Dead Bodies And Graves*) apply when human skeletal remains, human burial, or associated burial artifacts have been or are discovered "upon or within any public or private land in the state, including submerged lands."[2] An "unmarked human burial"[3] is statutorily defined as:

- "any human skeletal remains or associated burial artifacts", or
- "any location, including any burial mound or earthen or shell monument, where human skeletal remains or associated burial artifacts are discovered or believed to exist on the basis of archaeological or historical evidence, excluding any burial marked or previously marked by a tomb, monument, gravestone, or other structure or thing placed or designed as a memorial of the dead."

Duty to Immediately Cease Activity

Upon discovery of an unmarked human burial, other than during an archaeological excavation authorized by the state or an educational institution, "all activity that may disturb the unmarked human burial shall cease immediately, and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the State Archaeologist."[4] Thus, when an unmarked human burial is encountered, the contractor must notify the district medical examiner and cease all work in the vicinity, and should protect the area from further spoliation. SouthArc recommends covering the find with plastic sheeting or tarps, marking the location, and preventing further disturbances to the immediate area. Such discoveries should be

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[1] FLA STAT. § 872.05 (1) (Unmarked Human Burials; Legislative Intent) 2002.

[2] *Id.* (stating "This section applies to all human burials, human skeletal remains, and associated burial artifacts not otherwise protected under chapter 497 or other state law").

[3] *Id.* § 2(f).

[4] *Id.* § 2(b) (providing the "District medical examiner is a person appointed under F.S. § 406.06, §406.15, or §406.17"; and § 2(e), stating "State Archaeologist" means the person employed by the Division of Historical Resources of the Florida Department of State pursuant to §267.031(6)).

immediately reported to SouthArc at (352) 372-2633. SouthArc will respond to such calls and initiate the necessary actions to comply with Chapter 872.

Duty to Notify Authorities

Florida law imposes a mandatory duty to notify local law enforcement authorities of site disturbance. "Any person who knows or has reason to know that an unmarked human burial is being unlawfully disturbed, destroyed, defaced, mutilated, removed, excavated, or exposed shall immediately notify the local law enforcement agency with jurisdiction in the area where the unmarked human burial is located."[5] Upon inspection, "any law enforcement agency that finds evidence that an unmarked human burial has been unlawfully disturbed shall notify the district medical examiner."[6]

Procedures Following the Discovery of an Unmarked Human Burial

Jurisdiction and duties of the district medical examiner (DME) are described at §872.05 (4)(a). Note: this section does not apply to an archaeological excavation authorized by the state or an educational institution.[7] Initially, the DME shall assume jurisdiction over, and responsibility for, such unmarked human burial if he or she"

- determines that the unmarked human burial may be involved in a legal investigation, or
- represents the burial of an individual who has been dead less than 75 years

After receiving notification of the unmarked human burial, the DME has 30 days to determine if he or she shall maintain jurisdiction or refer the matter to the State Archaeologist. If the unmarked human burial is determined not to be involved in a legal investigation <u>and</u> represents the burial of an individual who has been dead 75 years or more, the DME will notify the State Archaeologist.

Duties of the State Archaeologist

Upon receiving notice from the DME, the Division of Historical Resources of the Department of State ("Division") may assume jurisdiction over and responsibility for the unmarked human burial pursuant to §872.05(6).[8] This process is typically to initiate efforts to properly protect the burial, human skeletal remains, and associated burial artifacts. If the Division assumes jurisdiction, "the State Archaeologist shall consult a human skeletal analyst who shall report

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[5] *Id.* (3)(a).
[6] *Id.* (3)(b).
[7] See §872.05 (5) (Discovery of an Unmarked Human Burial During an Archaeological Excavation).
[8] *Id.* (6).

within 15 days as to the cultural and biological characteristics of the human skeletal remains and where such burial or remains should be held prior to a final disposition."[9]

The State Archaeologist must make "reasonable efforts to identify and locate persons who can establish direct kinship, tribal, community, or ethnic relationships with the individual or individuals whose remains constitute the unmarked human burial."[10] If possible, he or she "shall consult with the closest related family member or recognized community leaders, if a community or ethnic relationship is established, in determining the proper disposition of the remains found in the unmarked human burial."[11]

Ownership of A Historical, Archaeological, or Significant Unmarked Human Burial

The State Archaeologist is required to determine whether the unmarked human burial is historically, archaeologically, or scientifically significant. If the burial is deemed significant, re-interment may not occur until the remains have been examined by a human skeletal analyst designated thereby. Frequently, no links to family or the community can be identified. Under Florida law, this occurs when the State Archaeologist "is unable to establish a kinship, tribal, community, or ethnic relationship with the unmarked human burial, determine the proper disposition of the burial and consult with persons with relevant experience, including:

(1) a human skeletal analyst,
(2) two Native American members of current state tribes recommended by the Governor's Council on Indian Affairs, Inc., if the remains are those of a Native American,
(3) two representatives of related community or ethnic groups if the remains are not those of a Native American, or
(4) an individual who has special knowledge or experience regarding the particular type of the unmarked human burial."[12]

If the State Archaeologist finds that an unmarked human burial is historically, archaeologically, or scientifically significant <u>and</u> if the parties (listed above) with whom he or she is required under §872.05(6)©) to consult agree, the human skeletal remains, and the associated burial artifacts, shall belong to the State of Florida. The title thereto will be vested in the Division.

SouthArc's Scope of Work

SouthArc will provide coordination with state and local agencies, including the Division. We will work with property owners and contractors to alleviate construction delays or alterations

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[9] *Id.* (4)©).
[10] *Id.* (6)(b).
[11] *Id.*
[12] *Id.* (6)©).

resulting from such discoveries. Typically, construction is temporarily shifted to areas away from the find while an assessment is conducted. Depending upon results of the assessment however, project redesign, and/or provisions for reburial, may be required.

Should the remains be classified as archaeologically or scientifically significant, SouthArc will negotiate a Scope of Work or a Management Plan with the State Archaeologist. A Management Plan may include disinterment, or preservation in place. If disinterment is selected, SouthArc will work with a physical anthropologist to carefully remove the remains for forensic examination. Following completion of the forensic investigation, a Management Report will be provided to facilitate decisions regarding whether site development activities may proceed in the vicinity of the discovery. The Management Report will also include all relevant correspondence between SouthArc, the District Medical Examiner, the State Archaeologist, and other agencies involved in the project.

When forensic and management analyses are completed, SouthArc will prepare a draft report to the client for review and approval. Florida Master Site File forms will be completed and updated as needed. In compliance with Florida law, SouthArc will submit a Final Report to the State Archaeologist.[13]

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[13] *Id.* (7) (providing "The archaeologist and human skeletal analyst involved in the archaeological excavation and scientific analysis of an unmarked human burial shall submit a written report of archaeological and scientific findings as well as a summary of such findings, in terms that may be understood by laypersons, to the State Archaeologist within 2 years after completion of an excavation. The division shall publish the summary within 1 year after its receipt and shall make such report available upon request.").

APPENDIX A

ARTIFACT CATALOG
AND TEST UNIT RESULTS
VULCAN MATERIALS TERMINALS PROJECT

106-11-01
10/11

Test Units, Cantonment Terminal, Escambia County					
Northing	**Easting**	**Level**	**Stratigraphy**	**Artifacts**	**Notes**
300	200	0-25 cm	gray brown sand	No	
		25-100 cm	brown sand	No	50 m to centerline of gas line
350	200	0-25 cm	gray brown sand	No	
		25-90 cm	brown sand/clay	No	
		90-100 cm	reddish brown sand/clay	No	
350	250	0-20 cm	gray brown sand/clay	No	
		20-100 cm	brown sand/clay	No	
400	100	0-10 cm	gray brown sand/clay	No	
		10-35 cm	brown sand/clay	No	
		35-40 cm	dark brown sand/clay	No	
		40-60 cm	very light brown sand/clay	No	50 m to property line at base of steep slope
400	150	0-20 cm	gray brown sand	No	
		20-100 cm	brown sand/clay	No	
400	200	0-25 cm	gray brown sand	No	
		25-100 cm	brown sand/clay	No	30 m ne of fence
425	225	0-20 cm	gray brown sand	No	
		20-100 cm	brown sand/clay	No	
425	250	0-40 cm	gray brown sand	No	
		40-100 cm	brown sand/clay	No	
450	200	0-30 cm	gray brown sand/clay	No	
		30-100 cm	brown sand/clay	No	
450	225	0-30 cm	gray brown sand	Yes	privet and persimmon
		30-100 cm	light brown sand/concretions	No	
450	237.5	0-20 cm	gray brown sand	Yes	
		20-100 cm	brown sand	No	
450	250	0-40 cm	gray brown sand/concretions	Yes	
		40-100 cm	brown sand/clay	No	
450	300	0-20 cm	brown sand	No	eroded
		20-40 cm	gray brown sand/clay	No	
		40-100 cm	brown sand/clay	No	

Test Units, Cantonment Terminal, Escambia County					
Northing	**Easting**	**Level**	**Stratigraphy**	**Artifacts**	**Notes**
462.5	225	0-25 cm	gray brown sand/concretions	No	
		25-100 cm	brown sand/clay	No	
475	200	0-25 cm	gray brown sand/clay	Yes	
		25-100 cm	brown sand/clay	No	

Test Units, De Funiak Springs Terminal, Walton County					
Northing	**Easting**	**Level**	**Stratigraphy**	**Artifacts**	**Notes**
150	500	0-30 cm	grayish brown sand	No	
		30-100 cm	brown sand	No	clay at 70 cm
150	550	0-20 cm	gray sand	No	
		20-45 cm	grayish brown sand	No	
		45-100 cm	light brown sand	No	
150	700	0-10 cm	gray sand	No	
		10-100 cm	light brown sand	No	
150	750	0-5 cm	gray sand	No	
		5-40 cm	brown sand	No	
		40-50 cm	red clay	No	
150	800	0-5 cm	gray sand	No	
		5-100 cm	light brown sand	No	
150	850	0-20 cm	gray sand	No	
		20-100 cm	light brown sand	No	
150	900	0-15 cm	gray sand	No	
		15-100 cm	light brown sand	No	
200	500	0-25 cm	grayish brown sand	No	
		25-100 cm	brown sand/clay	No	
200	550	0-20 cm	gray sand	No	
		20-40 cm	grayish brown sand	No	
		40-75 cm	brown sand	No	
		75-100 cm	reddish brown clay/sand	No	
200	750	0-20 cm	gray sand	No	
		20-100 cm	light brown sand	No	
200	800	0-10 cm	gray sand	No	
		10-100 cm	light brown sand	No	
200	850	0-10 cm	gray sand	No	
		10-100 cm	brown sand	No	
200	900	0-10 cm	gray sand	No	
		10-100 cm	brown sand	No	
250	300	0-10 cm	gray sand	No	Fence 85 m west

Test Units, De Funiak Springs Terminal, Walton County					
Northing	**Easting**	**Level**	**Stratigraphy**	**Artifacts**	**Notes**
		10-100 cm	pale brown sand	No	
250	400	0-15 cm	gray sand	No	
		15-100 cm	light brown sand	No	
250	500	0-20 cm	gray sand	No	
		20-100 cm	brown sand	No	
250	550	0-5 cm	gray sand	No	
		5-100 cm	light brown sand	No	
250	600	0-40 cm	reddish brown sand	No	eroded slope
250	650	0-40 cm	grayish brown sand	No	
		40-55 cm	red clay	No	
250	700	0-15 cm	gray sand	No	
		15-100 cm	light brown sand	No	
250	750	0-10 cm	gray sand	No	
		10-100 cm	light brown sand	No	
250	800	0-10 cm	gray sand	No	
		10-100 cm	light brown sand	No	
250	900	0-15 cm	grayish brown sand	No	
		15-100 cm	brown sand	No	
300	650	0-40 cm	gray sand	Yes	building rubble dump
300	700	0-20 cm	gray sand	No	
		20-100 cm	brown sand	No	
450	300	0-15 cm	gray sand	No	
		15-100 cm	brown sand	No	
450	400	0-20 cm	gray sand	No	
		20-100 cm	brown sand	No	
450	500	0-10 cm	grayish brown sand	No	
		10-100 cm	light brown sand	No	
450	600	0-20 cm	grayish brown sand	No	
		20-100 cm	light brown sand	No	

Test Units, De Funiak Springs Terminal, Walton County					
Northing	**Easting**	**Level**	**Stratigraphy**	**Artifacts**	**Notes**
450	700	0-20 cm	grayish brown sand	No	
		20-100 cm	brown sand	No	
450	800	0-15 cm	grayish brown sand	No	
		15-100 cm	brown sand	No	
450	900	0-15 cm	light brownish gray sand	No	
		15-100 cm	light brown sand	No	

Test Units, Panama City Terminal, Bay County				
Transect	**Test Unit**	**Level**	**Stratigraphy**	**Artifacts**
	J-1	0-20 cm	black muck	No
3	1	0-20 cm	dark gray sand	No
		20-50 cm	gray sand	No
		50-60 cm	dark gray brown spodic	No
3	3	0-20 cm	dark gray sand	No
		20-50 cm	light gray sand/clay	No
3	5	0-70 cm	gray sand	No
		70-90 cm	light gray clay/concretions	No
3	9	0-25 cm	dark gray sand	No
		25-75 cm	gray sand	No
		75-100 cm	very pale brown sand	No
3	11	0-15 cm	dark gray sand	No
		15-25 cm	gray sand	No
		25-40 cm	grayish brown sand	No
		40-55 cm	gray sand	No
		55-70 cm	yellowish brown sand/clay	No
		70-100 cm	light gray sand	No
3	13	0-20 cm	black muck/water	No
3	15		no dig--spongy muck	No
7	3	0-20 cm	light gray sand	No
		20-40 cm	gray sand	No
		40-60 cm	brown spodic	No
7	5	0-20 cm	gray sand	No
		20-45 cm	dark gray sand	No
		45-100 cm	light brown sand/clay	No
7	7	0-20 cm	dark gray sand	No
		20-100 cm	light brown sand	No
7	9	0-20 cm	dark gray sand	No
		20-40 cm	dark grayish brown sand/clay	No
		40-55 cm	dark gray sand/clay	No
11	5	0-10	light gray sand	No
		10-20 cm	gray sand	No

Test Units, Panama City Terminal, Bay County				
Transect	**Test Unit**	**Level**	**Stratigraphy**	**Artifacts**
		20-35 cm	grayish brown sand	No
		35-55 cm	light brown sand	No
		55-80 cm	very light brown sand/clay	No
11	7	0-20 cm	dark gray sand	No
		20-100 cm	gray sand grading to clay	No
11	9	0-60 cm	very dark blackish brown muck	No
11	11	0-10 cm	black sandy muck	No
		10-30 cm	dark gray sandy muck	No
		30-40 cm	grayish brown spodic	No

Artifact Catalog, Cantonment Terminal Tract, Escambia County							
FS #	**Location**	**Depth**	**Artifact**	**Count**	**Total #**	**Weight (g)**	**Total Wgt.**
1	N475 E200	L-1, 0-30 cm	Glass, dark green bottle fragment	1	1	6.5	6.5
2	N450 E225	L-1, 0-30 cm	Brick fragments, soft sand	7		506.8	
2	N450 E225	L-1, 0-30 cm	Mortar fragment	1		1.8	
2	N450 E225	L-1, 0-30 cm	Glass, dark green bottle fragments	3		10.0	
2	N450 E225	L-1, 0-30 cm	Glass, clear bottle fragment	1		3.6	
2	N450 E225	L-1, 0-30 cm	Nails, cut fragments	3	15	8.6	530.8
3	N450 E250	L-1, 0-30 cm	Glass, dark green bottle fragments	7		7.7	
3	N450 E250	L-1, 0-30 cm	Nail, cut complete	1	8	5.3	13.0
4	N450 E237	L-1, 0-30 cm	Brick fragments, soft sand	2	2	24.4	24.4
5	NE edge paved road	Surface	Iron shoe last	1		938.1	
5	NE edge paved road	Surface	Ceramic, plain porcelain plate sherds	4		38.7	
5	NE edge paved road	Surface	Ceramic, salt glazed stoneware sherd	1		3.2	
5	NE edge paved road	Surface	Brick fragments, soft sand	3		25.6	
5	NE edge paved road	Surface	Nails, cut complete	2	11	14.0	1019.6
6	1 m so.	Surface	Brick, partial, stamped "...ALEZ" & "...F. B."	1	1	971.0	971.0
	N450 E225						
TOTALS					**38**		**2565.3**

Artifact Catalog, De Funiak Springs Terminal Tract, Walton County					
FS #	**Location**	**Depth**	**Artifact**	**Count**	**Weight (g)**
7	N300 E650	L-1, 0-40 cm	Glass, clear automotive fragments	2	46.2
7	N300 E650	L-1, 0-40 cm	Glass, tinted automotive fragment	1	11.8
7	N300 E650	L-1, 0-40 cm	Brick, wire cut fragments	2	37.3
7	N300 E650	L-1, 0-40 cm	Mortar	1	37.4
7	N300 E650	L-1, 0-40 cm	Asbestos siding fragment	1	14.9
7	N300 E650	L-1, 0-40 cm	Asphalt shingle fragment	1	2.4
7	N300 E650	L-1, 0-40 cm	Nails, wire complete	2	12.2
7	N300 E650	L-1, 0-40 cm	Bolt	1	25.2
7	N300 E650	L-1, 0-40 cm	Screw, self tapping	1	4.8
7	N300 E650	L-1, 0-40 cm	Rivet, aluminum	1	1.4
7	N300 E650	L-1, 0-40 cm	Nail, roofing	1	1.8
7	N300 E650	L-1, 0-40 cm	Plastic, silver fragment	1	0.1
7	N300 E650	L-1, 0-40 cm	Plastic, blue toy fragment	1	1.4
TOTALS				**16**	**196.9**

APPENDIX B

FLORIDA MASTER SITE FILE FORMS
VULCAN MATERIALS TERMINALS PROJECT

106-11-01
10/11

Florida Master Site File

Survey Log Sheet

Electronic Version 1.1.0

Survey # _____

Entry Date 10/19/2011

IDENTIFICATION AND BIBLIOGRAPHIC INFORMATION

Survey Project (name and project phase) Vulcan Materials Terminal Sites / Cultural Survey

Report Title (exactly as on title page) Cultural Resources Survey, Proposed Vulcan Materials Terminal Sites, Escambia, Walton and Bay Counties, Florida

Report Author (last name first)

>> Dickinson, Martin F.

Publication Date (year) 2011 Total Number of Pages in Report (not including site forms) 65

Publication Information (use the style of American Antiquity) 2011 Dickinson, Martin F., Lucy B. Wayne. Cultural Resources Survey, Proposed Vulcan Materials Terminal Sites, Escambia, Walton and Bay Counties, Florida. Southarc, Inc., Gainesville, FL.

Supervisor(s) of Fieldwork (whether or not the same as author(s); last name first; add state for cities outside of Florida)

Name: _____ >> Dickinson, Martin F.;Southarc Inc, Gainesville;

Organization: _____ >>

City: _____ >>

Key Words/Phrases

>> Cultural Survey

Survey Sponsors (corporation, government unit, or person who is directly paying for fieldwork)

Name: Vulcan Construction Materials, LP

Address/Phone: 120 Urban Center Drive, Birmingham, AL 35242

Organization: _____

Recorder Name (last name first) Coleman, Anne Date Log Sheet Completed 10/19/2011

Is this survey or project a continuation of a previous project? No If yes, list previous survey #(s) _____

MAPPING

County(s)

>> Escambia

USGS 7.5' Series Map(s)

Map Name DE FUNIAK SPRINGS WEST Publication Date _____ >> DE FUNIAK SPRINGS WEST;1973

DESCRIPTION OF SURVEY AREA

Dates for Fieldwork: Start 10/3/2011 End 10/6/2011 Total Area Surveyed (fill in one) _____ hectares 169.11 acres

Number of Distinct Tracts or Areas Surveyed 3

If Project is a Corridor, Complete the Following (fill in one for each): Corridor Width: _____ meters _____ feet

Corridor Length: _____ kilometers _____ miles

ATTACH PLOT OF SURVEY AREA ON PHOTOCOPIES OF USGS 1:24,000 MAP(S)

Survey #

Survey Log Sheet

RESEARCH AND FIELD METHODS

Types of Survey (select as many as apply)

>> Archaeological

Other, Unlisted Survey Types (describe):

Preliminary Research Methods (select as many as apply)

>> FMSF property/resource search

Archaeological Methods (describe the proportion of sites at which method was used, select as many methods as apply)

Method Used	Proportion	
		>> Uncontrolled surface collection;Method Used 50-90%

Historical Architectural Methods (describe the proportion of properties at which method was used, select as many methods as apply)

Method Used	Proportion	
		>> FMSF property/resource search;Method Used 90-100%

Notes on Field Methods (e.g., scope, intensity, procedures) 63 test units were placed within the three tracts. 50 x 50 x 100 cm test units @ 12.5, 25, 50, and 100 meter intervals, 1/4" screened

SURVEY RESULTS (cultural resources recorded)

Site Significance Evaluated? YES

Site Counts: Previously Recorded Sites 0 Newly Recorded Sites 2

Previously Recorded Site #s with Site File Update Forms (List site #'s without "8")

Newly Recorded Site #s (Make sure all are originals and not updates. List site #'s without "8") ES3641, WL2583

Type of Site Form Used: >> SmartForm-Archaeology

******* MASTER SITE FILE USE ONLY ******

FMSF Staffer:

Electronic Form Used: MIID

Origin of Survey Report: >>

1A-32 Permit #

Type of Document (select as many as apply)

>>

Other Document Type:

*Note: Do NOT plot document types marked with an asterisk

Document Destination:

Plotability(1):

Plotability(2):

MS# 0

Supplementary Printout

> **Report Author (last name first)**

Dickinson, Martin F.
Wayne, Lucy B.

> **Key Word/Phrase Describing Survey**

Cultural Survey
Vulcan Terminal Sites
Escambia
Walton
Bay

> **County Surveyed**

Escambia
Walton
Bay

> **USGS 7.5 Map for Surveyed Area: Name/Latest Revision Date**

LIBERTY;1973
CANTONMENT;1978
MOLINO;1978
PANAMA CITY;1982
DE FUNIAK SPRINGS WEST;1973

> **Types of Survey**

Archaeological
Historical

> **Preliminary Method Used**

FMSF property/resource search
FMSF previous survey search
Literature search
Examined local property records
Public lands surveys records
Aerial photography

> **Archaeological Method Used/Percent**

Uncontrolled surface collection;Method Used 50-90%
Screened shovel,1/4";Method Used 50-90%

> **Architectural Method Used/Percent**

FMSF property/resource search;Method Used 90-100%
FMSF previous survey search;Method Used 90-100%
Literature search;Method Used 90-100%
Public lands surveys records;Method Used 90-100%
Examined local property records;Method Used 90-100%
Aerial photography;Method Used 90-100%

> **Type of document:**

> **Fieldwork Supervisor (Name[last,1st]/Org./City)**

Dickinson, Martin F.;Southarc Inc, Gainesville;

> **Site Form Used**

SmartForm-Archaeology
SmartForm-Structure

> **Origin of Survey Report**

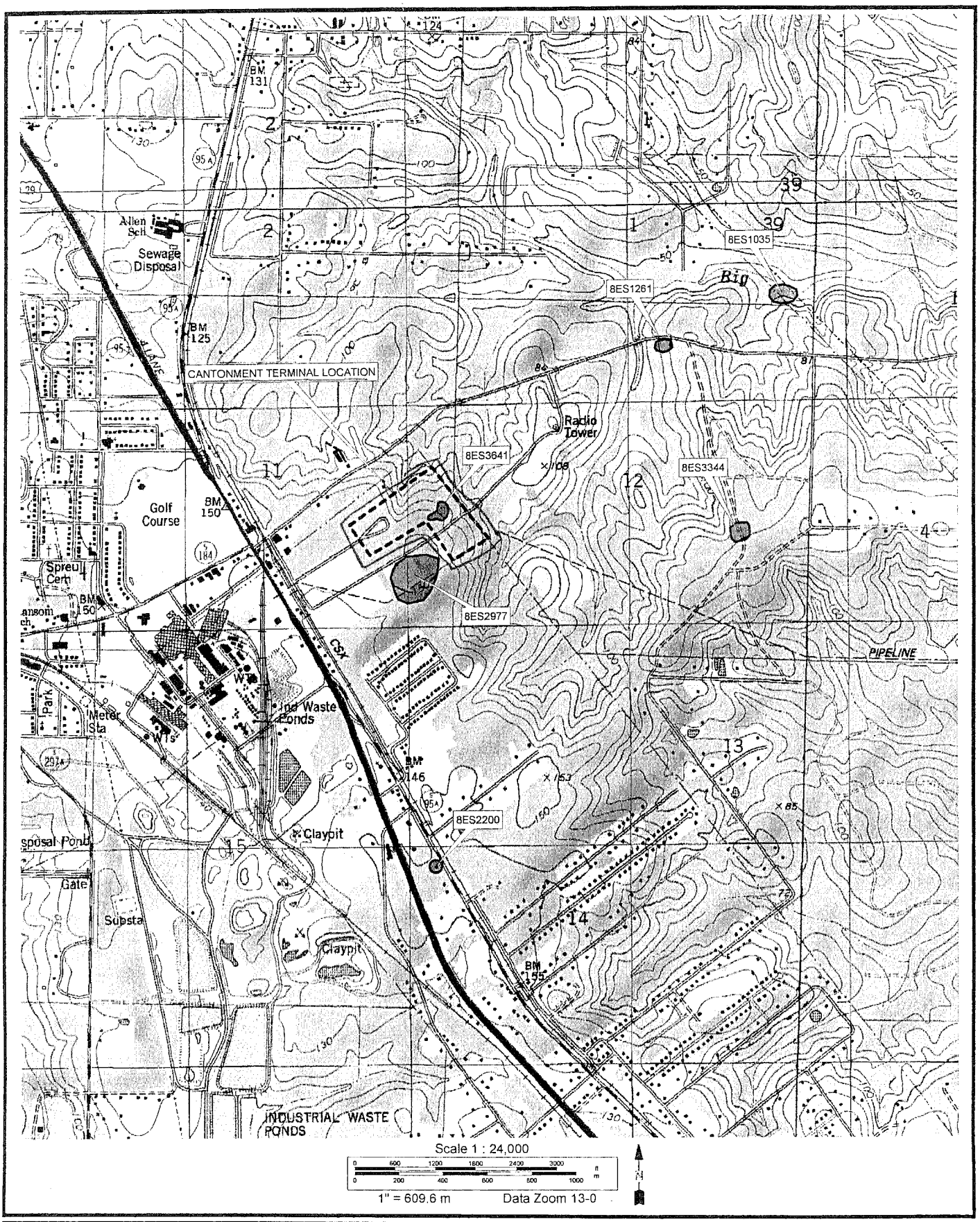


FIGURE 2. TOPOGRAPHIC MAP, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCES: USGS 1978a, b; DELORME 2004; FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services

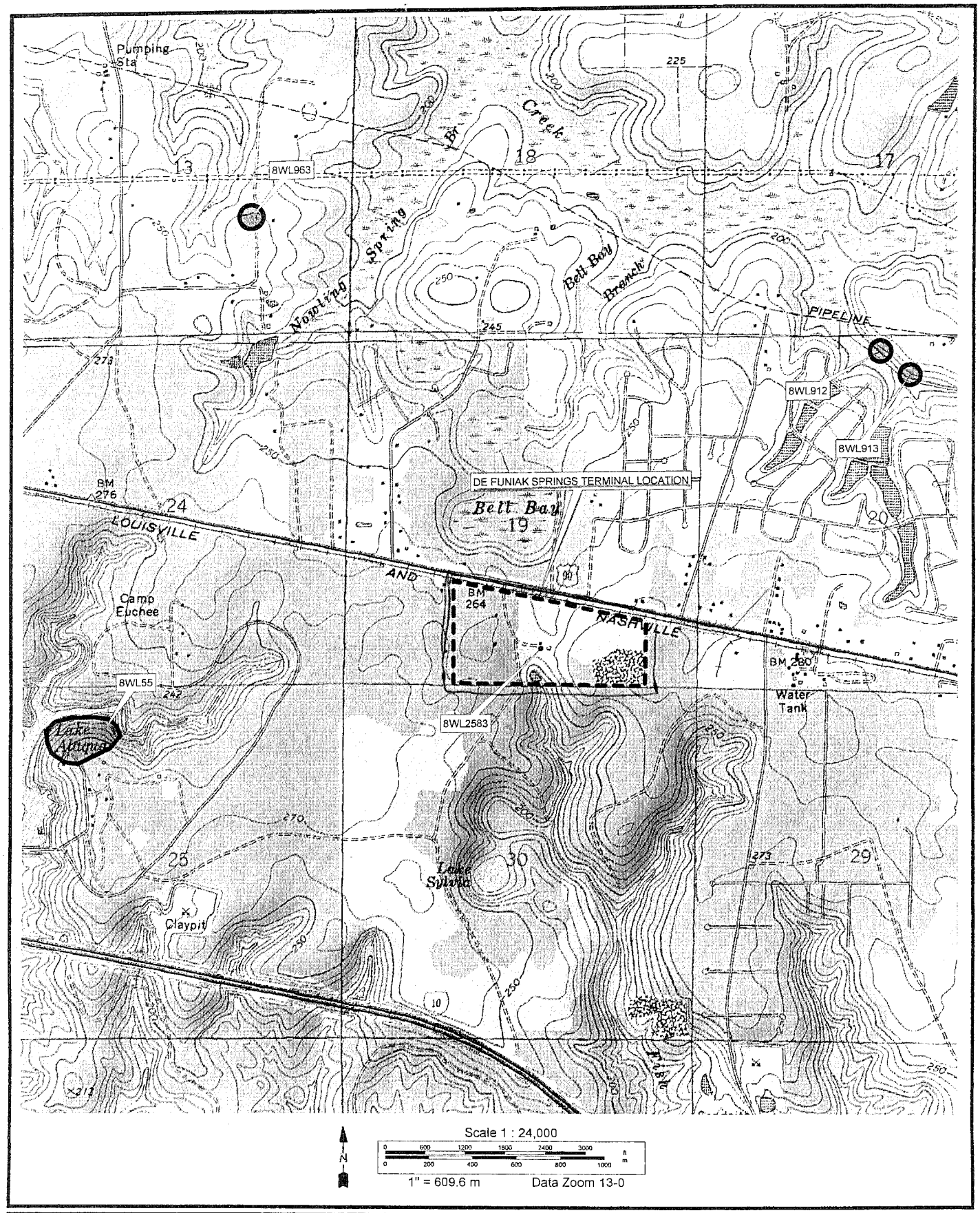


FIGURE 5. TOPOGRAPHIC MAP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

SOURCES: USGS 1973a, b; DELORME 2004; FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services

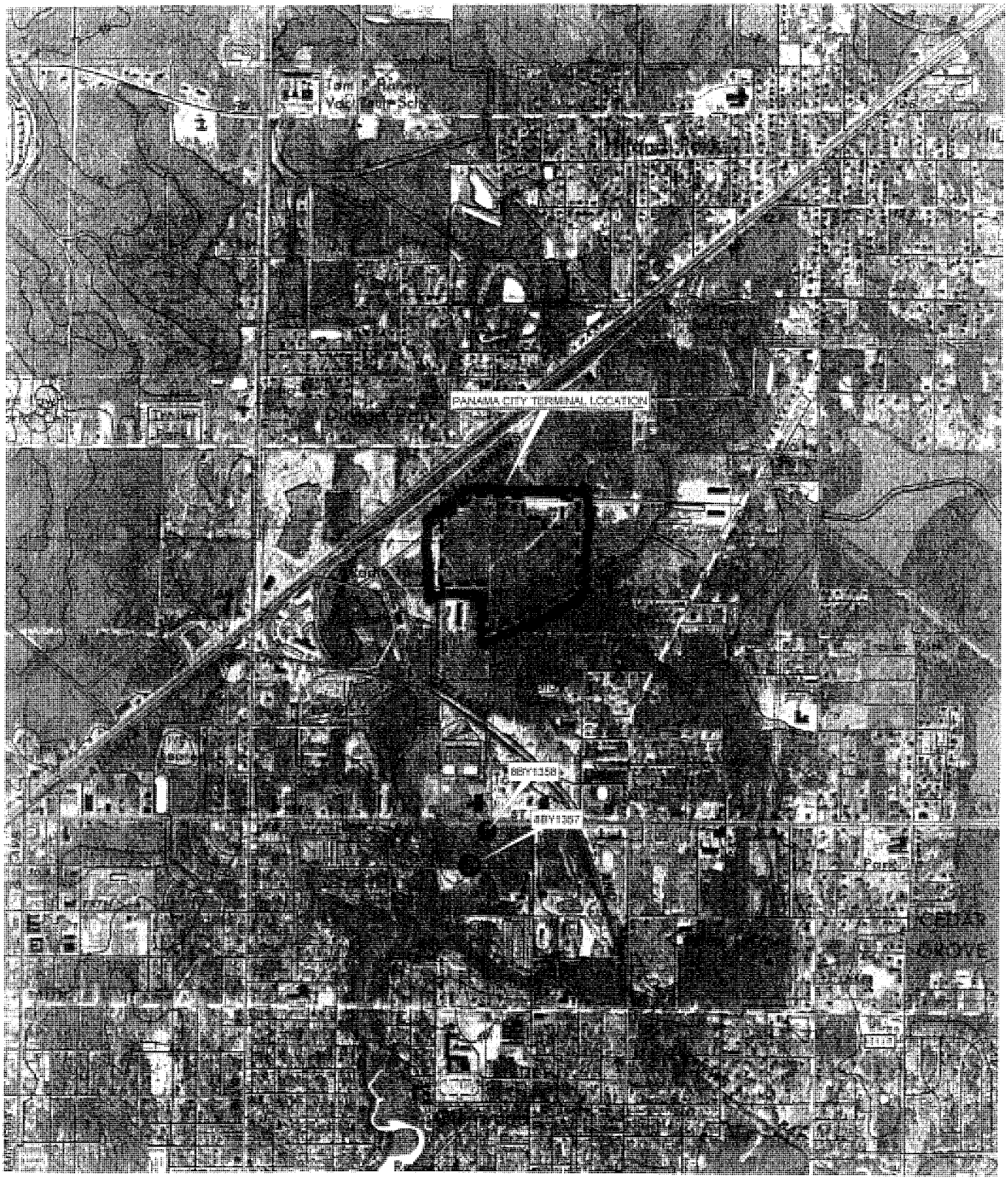


FIGURE 8. TOPOGRAPHIC MAP, PANAMA CITY TERMINAL SITE, BAY COUNTY, FLORIDA

SOURCES: USGS 1982; DELORME 2004, FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services

Florida Master Site File

ARCHAEOLOGICAL SITE FORM

Electronic Version 1.1.0

Site #8 ES03641
Recorder Site#
Field Date 10/3/2011
Form Date 10/19/2011
FormNo 201110
FormNo = Field Date (YYYYMM)

Original? YES

GENERAL INFORMATION

Site Name Gonzalez Farmstead Site
Multiple Listing (DHR only)
Alternate Names >>
Project Name Vulcan Materials Terminal Sites
FMSF Survey #
County Escambia
Ownership Type Private-Corporate-for Profit
National Register Category Site

Mapping

USGS 7.5' Map Name CANTONMENT
Publication Date >> CANTONMENT;1978

Township: 1N Range: 31W Section: 1/4 section: nw >> 1N ;31W ;14;nw
Irregular Section Name:

Landgrant Manual Gonzalez Grant
Tax Parcel # (s)
City / Town (within 3 mi.) Cantonment
In Current City Limits? NO
UTM: Zone 16 Easting 469879 Northing 3386626
Address / Vicinity of / Route to south of state road 184 and east of US 29

Name of Public Tract (e.g., park)

FUNCTIONAL AND CULTURAL INFORMATION

Type of Site (select all that apply)

>> Historic refuse

Other Site Type

Historic Contexts (select all that apply)

>> American-19th century 1821-1899

Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.)

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? NO
Name of Local Register if Eligible:
Individually Eligible for National Register? NO
Potential Contributor to an NR District? NO

Explanation of Evaluation (required if evaluated; limit to 3 lines; attach full justification) All artifacts date to the 19th or early 20th century. All artifacts were in disturbed contexts with no evidence of archaeological features or historic structures. The site does not have the potential to yield data which would address research questions

Recommendations for Owner or SHPO Action No further research required

FIELD METHODS (select all that apply)

Site Detection Methods >> Screened Shovel Test,1/4" screen
Site Boundary Methods >> Screened Shovel,1/4" screen

Other Methods; Number, Size, Depth, Pattern of Units, Screen Size (attach site plan) site consists of 4 positive test units

ARCHAEOLOGICAL SITE FORM

8ES03641

SITE DESCRIPTION

Extent / Size 12000 (m2)

Depth / Stratigraphy of cultural deposit 0-100 cm below surgace

Temporal Interpretation - Components: Probable Single Component

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: Mid to late 19th century domestic occupation

Integrity / Overall Condition: Major

Disturbances / Threats / Protective Measures logging & road construction/ more construction / none

Surface: Area Collected 12000 (m2) # Collection Units 0 Excavation: # Noncontiguous Blocks 0

ARTIFACTS

Total Artifacts # 38 Count or Estimate? Count # Surface 0 # Subsurface 38

Artifact Collection Strategy (select all that apply)

>> Unselective (all artifacts collected)

Artifact Categories and Dispositions (for each artifact category collected, select a category and corresponding disposition then click add)

Category	*Disposition*	
Miscellaneous historic	All of category collected	>> Miscellaneous historic;All of category collected

Other Strategy(s), Category(s) or Disposition(s)

Diagnostics (enter a type or mode, and frequency for each diagnostic, then click add; e.g., Suwanee ppk, heat-treated chert, Deptford Check-Stamped, ironstone/whiteware)

N= >> shoe last -cast iron;1

ENVIRONMENT

Nearest Fresh Water Name (incl. relict source) none Nearest Fresh Water Type Unknown

Nearest Fresh Water Distance (m)

Natural Community (FNAI category or leave blank) UPLAND PINE FOREST

Local Vegetation longleaf pine, turkey oak

Topography Hill unspecified Min Elevation 31 meters Max Elevation 50 meters

Other Topography

Present Land Use idle

SCS Soil Series Bonifay loamy sand Soil Association Notcher-Bonifay-Troup

FURTHER INFORMATION

Informant Name (Last, First)

Informant(s) Address / Phone

Accessible Documentation or Collections NOT Filed with FMSF (including field & analysis notes, photos, plans, other important documents that are permanently accessible)

Document type: All materials one location Maintaining Organization: Southarc Inc, Gainesville

File or Accession #: Descriptive Information:

>> All materials one location;Southarc Inc, Gainesville;106-11-01;notes, maps, photos, artifacts

Recorder Name (Last, First) Coleman, Anne

Recorder Address / Phone 3700 NW 91st St., Gainesville, FL 32606 / 352 372-2633

Recorder Affiliation Southarc Inc, Gainesville

Other Affiliation

Is Text-only supplement file attached (Surveyor only)? NO

ARCHAEOLOGICAL SITE FORM

8ES03641

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation

_____ Date _____

Cultural Resource Type: ____
Electronic Form Used: _____

Form Type Code: _____
Form Quality Ranking: _____
Form Status Code: _____

Supplement Information Status: _____ FMSF Staffer: _____
Supplement File Status: _____ Computer Entry Date: _____

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

USGS 7.5" MAP WITH SITE BOUNDARY MARKED

Supplementary Printout

> **ARTIFACTS: Category/Disposition**

Ceramics-nonaboriginal;All of category collected
Glass;All of category collected
Brick/building materials;All of category collected
Miscellaneous historic;All of category collected

> **DIAGNOSTICS: Type/Number**

Ceramic;5
Glass;12
Brick;13
Mortar;1
Nails;6
shoe last -cast iron;1

> **Alternate names:**

> **USGS map name/year of publication or revision:**

CANTONMENT;1978

> **Township/Range/Section/Qtr:**

1N ;31W ;14;NW

> **Type of site:**

Historic refuse

> **Historic contexts:**

American-19th century 1821-1899

> **Methods for site detection:**

Exposed Ground Inspection
Screened Shovel Test,1/4" screen

> **Methods for site boundaries:**

Screened Shovel,1/4" screen
Exposed Ground Inspection

> **Collection Stategy**

Unselective (all artifacts collected)

> **Repositories: Collection/Housed/Accession#/Describe**

All materials one location;Southarc Inc, Gainesville;106-11-01;notes, maps, photos, artifacts

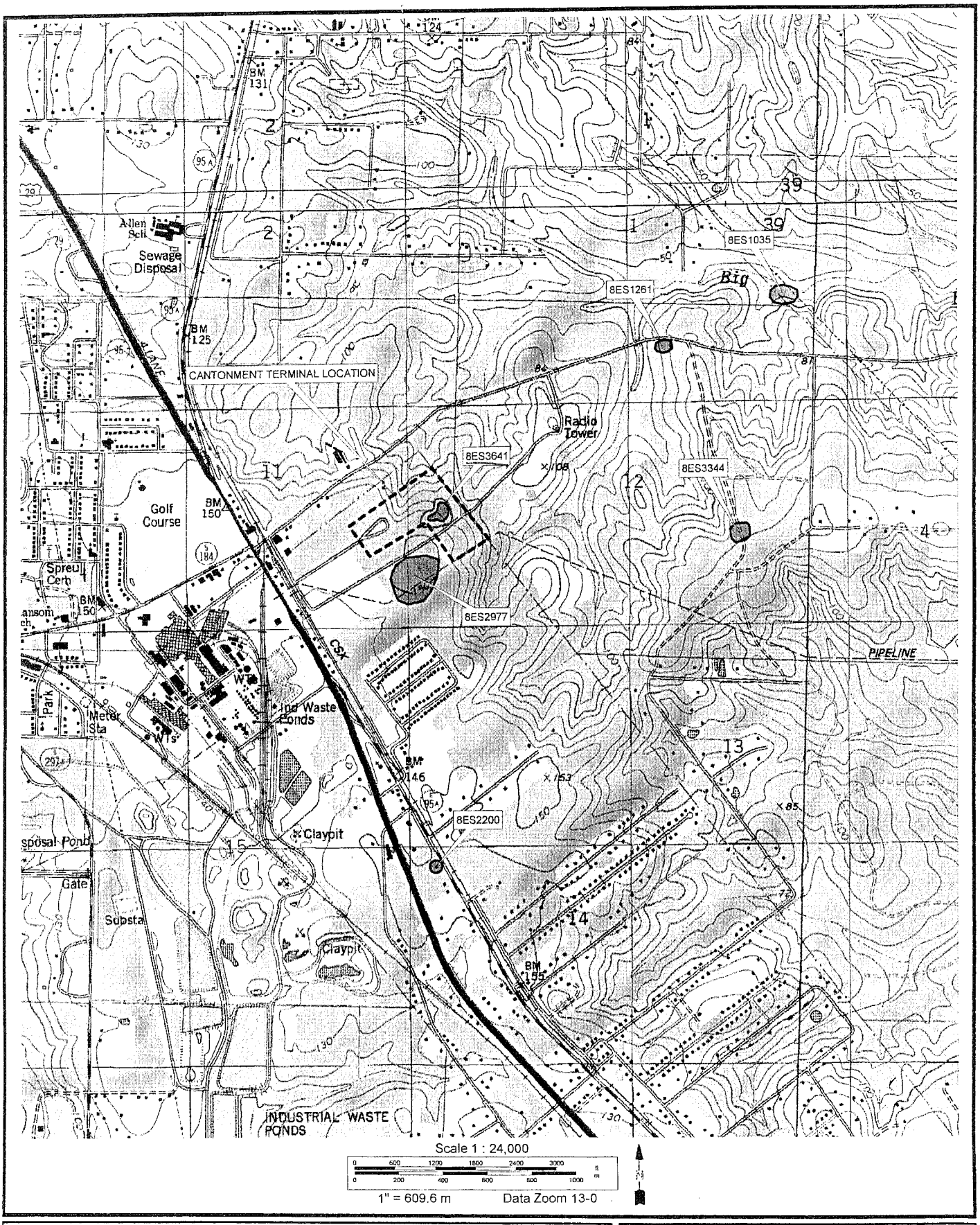


FIGURE 2. TOPOGRAPHIC MAP, CANTONMENT TERMINAL SITE, ESCAMBIA COUNTY, FLORIDA

SOURCES: USGS 1978a, b; DELORME 2004; FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services

Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 WL02583
Recorder #
Field Date 10/3/2011
Form Date 10/19/2011
FormNo 201110
FormNo = Field Date (YYYYMM)

First Site Form Recorded for this Site? YES

GENERAL INFORMATION

Site Name (address if none) Feed Shed
Multiple Listing (DHR only)
Other Names >>
Survey or Project Name Vulcan Terminal Sites
Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix

Cross Streets (nearest/ between) south side US90 and west of US331
City / Town (within 3 miles) De Funiak Springs
In Current City Limits? NO
County Walton
Tax Parcel #(s)
Subdivision Name
Block
Lot
Ownership Private-Corporate-for Profit
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name DE FUNIAK SPRINGS WEST
Publication Date >> DE FUNIAK SPRINGS WEST;1973
Township: 3N Range: 19W Section: 1/4 section: SE >> 3N ;19W ;19;SE
Irregular Section Name:
Landgrant
UTM: Zone 16 Easting 578400 Northing 3400620
Plat or Other Map (map's name, location)

DESCRIPTION

Style Frame Vernacular
Other Style
Exterior Plan Rectangular
Other Exterior Plan
Number of Stories 1
Structural System(s) >> Light wood frame
Other Structural System(s)
Foundation Type(s) >> Other
Other Foundation Types none
Foundation Material(s) >> Other
Other Foundation Material(s) none
Exterior Fabric(s) >> Clapboard
Other Exterior Fabric(s)
Roof Type(s) >> Gable
Other Roof Type(s)
Roof Material(s) >> Sheet metal:5V crimp
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc) >> Not applicable
Other Roof Secondary Structure(s)
Number of Chimneys 0
Chimney Material
Other Chimney Material(s)
Chimney Location(s)

HISTORICAL STRUCTURE FORM

8WL02583

DESCRIPTION (continued)

Window Descriptions a window opening on the south gable end

Main Entrance Description (stylistic details) entry door on north gable end

Porches: #open 0 #closed 0 #incised 0 Location(s)

Porch Roof Types(s)

Exterior Ornament none

Interior Plan Unknown Other Interior Plan

Condition Deteriorated

Structure Surroundings

Commercial: NONE of this category Residential: SOME of this category

Institutional: NONE of this category Undeveloped: MOSTly this category

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe): none

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional) Building is seriously deteriorated, standard form with no distinctive architectural features or known historic associations

HISTORY

Construction year c1920

Architect (last name first): unknown Builder (last name first): unknown

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
Altered-not to standards			

>> Altered-not to standards;;;window added

Structure Use History

Use Agricultural Unspecified Year Use Started Year Use Ended >> Agricultural Unspecified;;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.) Unknown

RESEARCH METHODS

Research Methods >> Pedestrian

Other research methods

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? NO Name of Local Register if Eligible

Idividually Eligible for National Register? NO

Potential Contributor to NR District? NO

Area(s) of historical significance >> Agriculture

Other Historical Associations None known

Explanation of Evaluation (required) structure is of standard form with no distinctive architectural features or known historic associations

HISTORICAL STRUCTURE FORM

8WL02583

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: All materials one location

Maintaining Organization: Southarc Inc, Gainesville

File or Accession #:

Descriptive Information:

>> All materials one location;Southarc Inc, Gainesville;106-11-01;notes, maps, photos

RECORDER INFORMATION

Recorder Name (Last, First) Coleman, Anne

Recorder Address / Phone 3700 NW 91st St., Gainesville, FL 32606 / 352 372-2633

Recorder Affiliation Southarc Inc, Gainesville

Other Affiliation

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

****** MASTER SITE FILE USE ONLY ******

SHPO's Evaluation of Resource

Date

Cultural Resource Type:

Electronic Form Used:

Form Type Code:

Form Quality Ranking:

Form Status Code:

Supplement Information Status:

FMSF Staffer:

Supplement File Status:

Computer Entry Date:

Form Comments:

REQUIRED PAPER ATTACHMENTS	(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED (2) LARGE SCALE STREET OR PLAT MAP (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

WL02583-201110

Supplementary Printout

> **USGS map name/year of publication or revision:**
DE FUNIAK SPRINGS WEST;1973

> **Township/Range/Section/Qtr:**
3N ;19W ;19;SE

> **Structural system(s):**
Light wood frame

> **Foundation types:**
Other

> **Foundation materials:**
Other

> **Exterior fabrics:**
Clapboard

> **Roof types:**
Gable

> **Roof materials:**
Sheet metal:5V crimp

> **Roof secondary structures (dormers etc):**
Not applicable

> **Change status/year changed/date noted/nature:**
Altered-not to standards;;;window added

> **Original, intermediate, present uses/year started/year ended:**
Agricultural Unspecified;;

> **Research methods:**
Informal inspection
Examine local property records
FL Master Site File-Manuscripts
FL Master Site File-Cultural Resources
Public lands surveys
Pedestrian

> **Area(s) of historical significance:**
Agriculture

> **Repositories: Collection/Housed/Accession#/Describe**
All materials one location;Southarc Inc, Gainesville;106-11-01;notes, maps, photos

> **[Other name(s)]:**

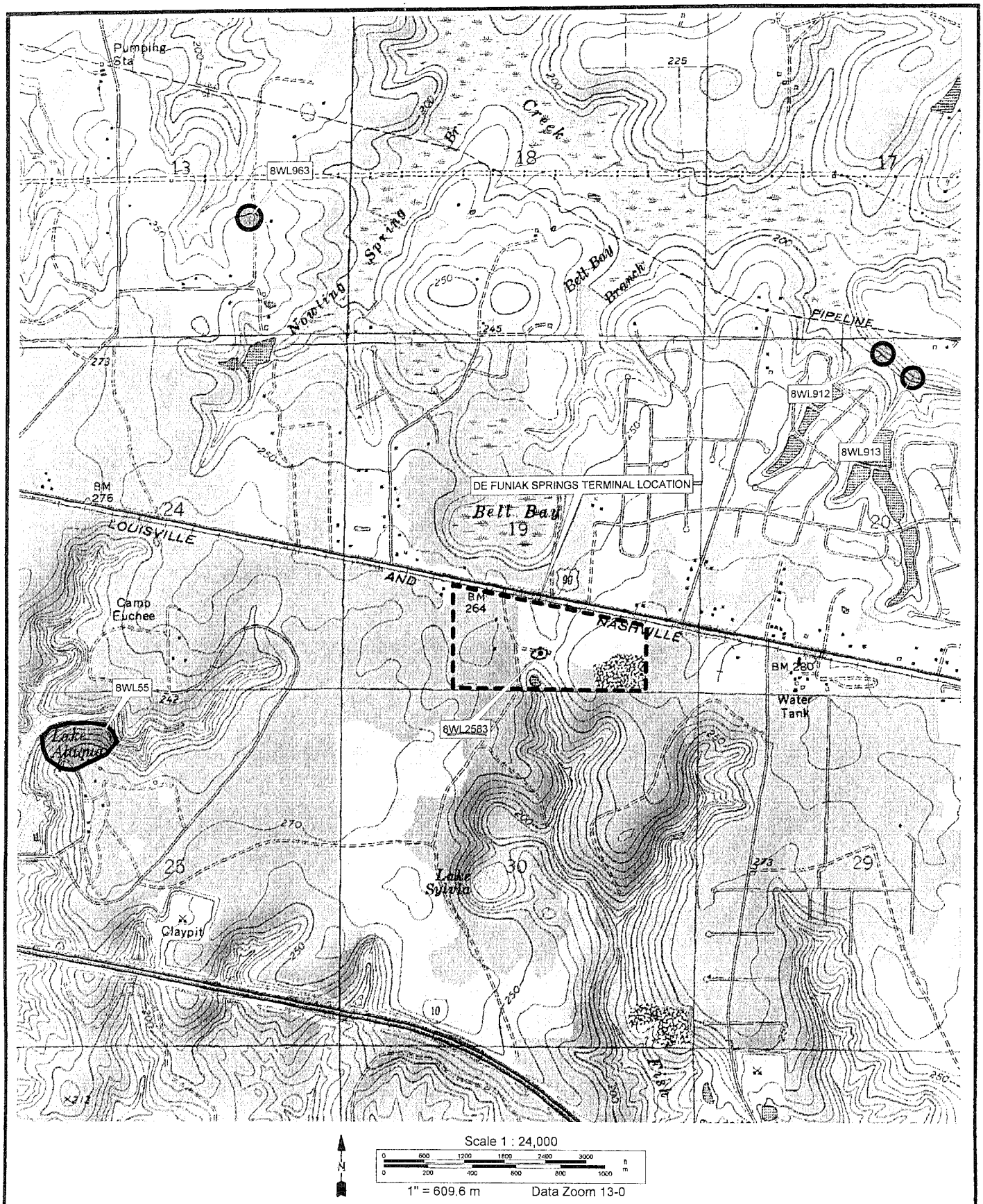
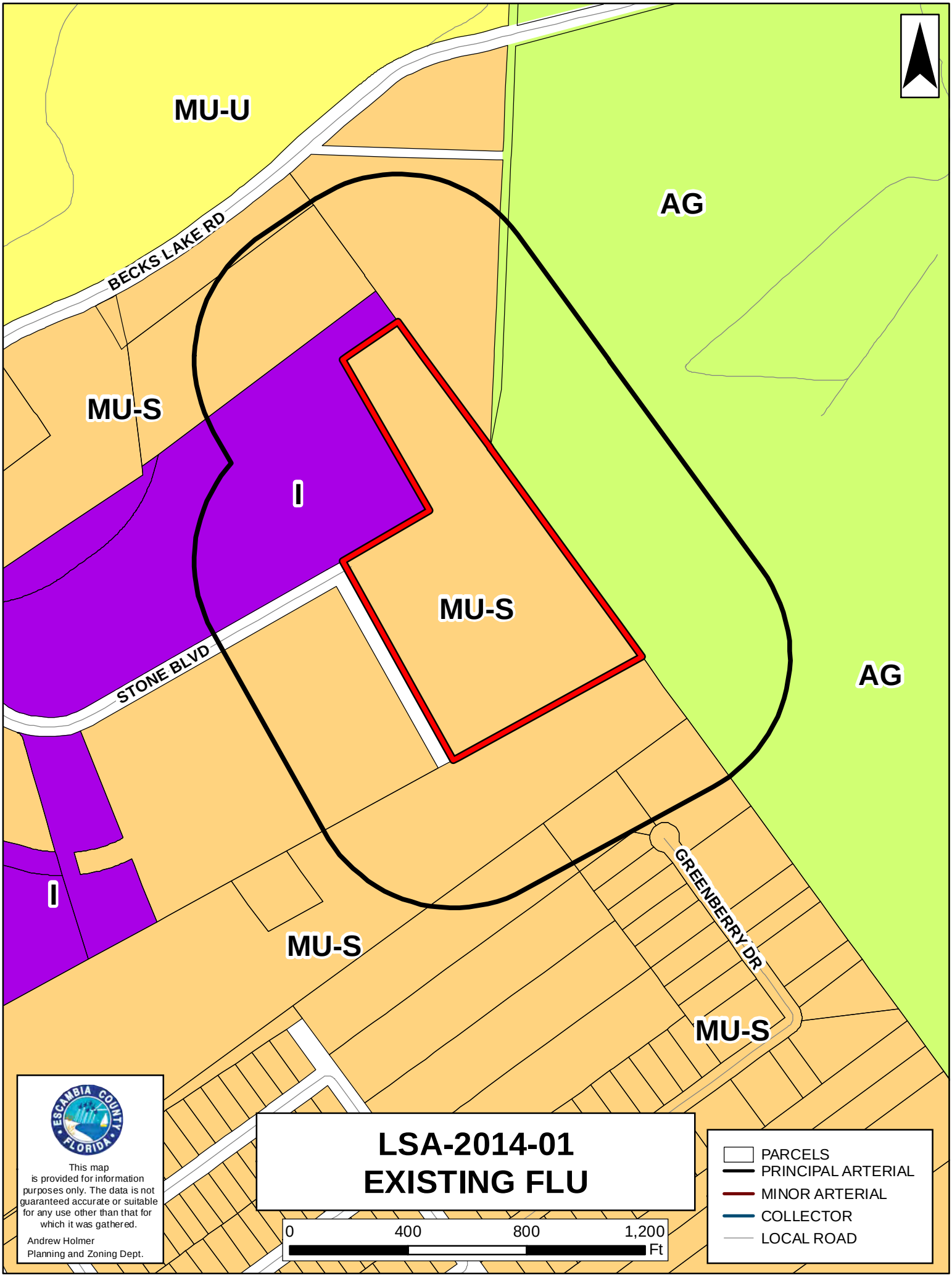


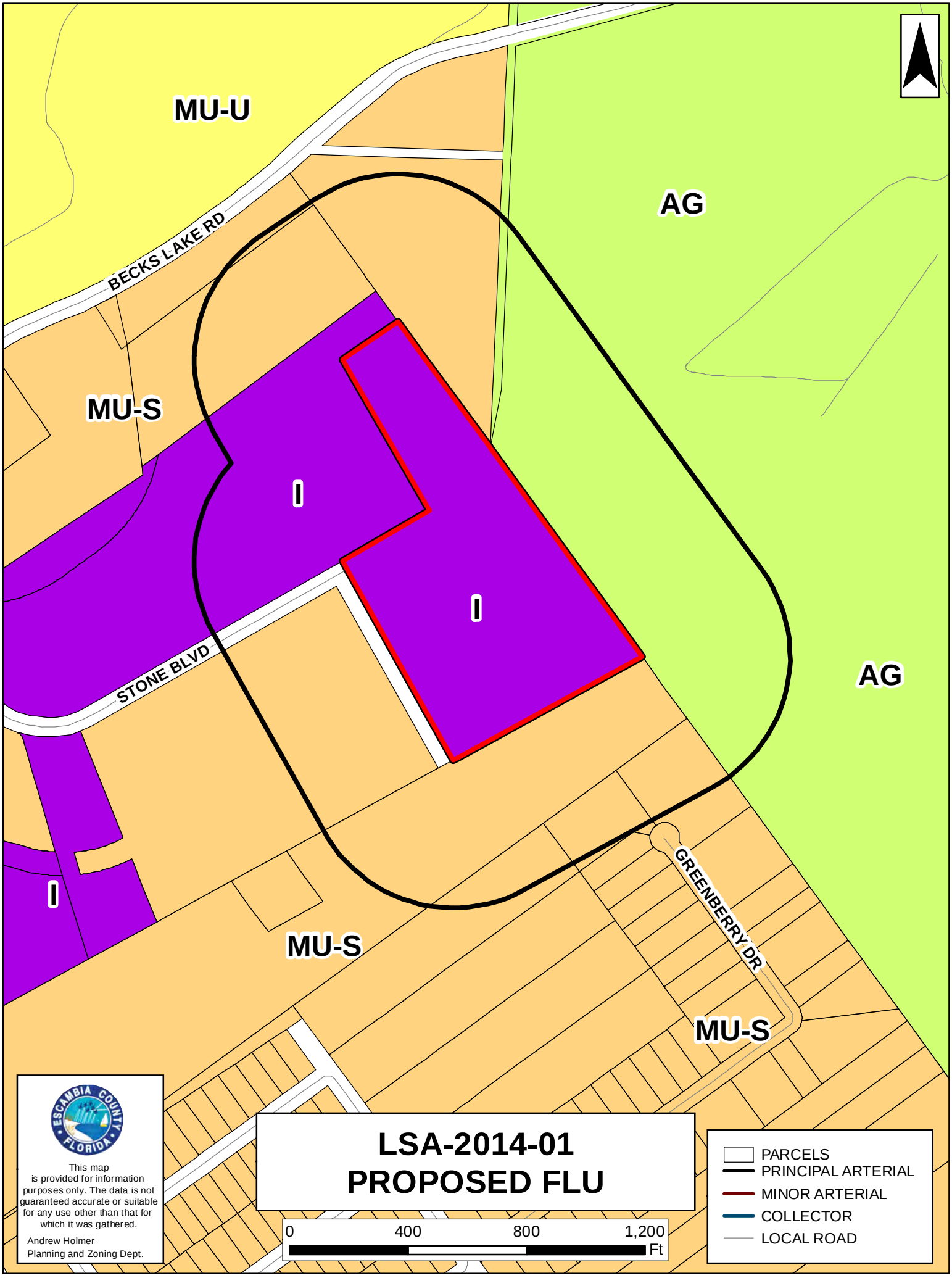
FIGURE 5. TOPOGRAPHIC MAP, DE FUNIAK SPRINGS TERMINAL SITE, WALTON COUNTY, FLORIDA

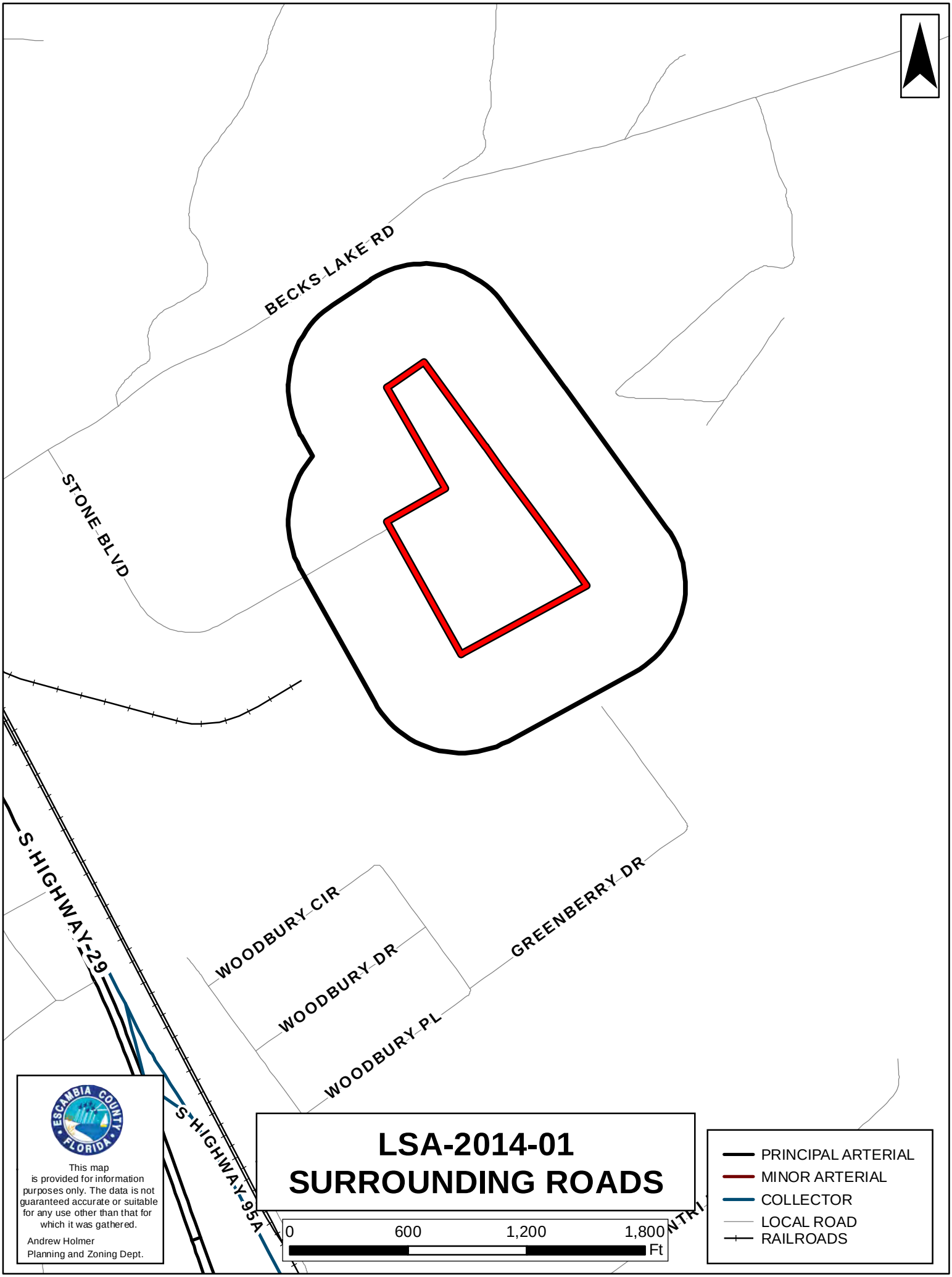
SOURCES: USGS 1973a, b; DELORME 2004; FMSF 2011

SouthArc, Inc.

Archaeological and Historical Services


MU-U
AG
BECKS LAKE RD
MU-S
I
MU-S
STONE BLVD
AG
I
MU-S
GREENBERRY DR
MU-S
LSA-2014-01
EXISTING FLU
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
400
800
1,200
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
AG
BECKS LAKE RD
MU-S
I
I
STONE BLVD
AG
I
GREENBERRY DR
MU-S
MU-S
LSA-2014-01
PROPOSED FLU
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
400
800
1,200
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


BECKS LAKE RD
STONE BLVD
S HIGHWAY 29
WOODBURY CIR
WOODBURY DR
WOODBURY PL
GREENBERRY DR
S HIGHWAY 95A
LSA-2014-01
SURROUNDING ROADS
0
600
1,200
1,800
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROADS
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name:	LSA 2014-01 – Vulcan Cantonment Terminal Facility
Location:	106 Stone Blvd
Parcel #s:	14-1N-31-1001-011-002
Acreage:	14.67 (+/-) acres
Request:	From Mixed-Use Suburban (MU-S) to Industrial (I)
Agent:	Bill Newlon, Agent for Cody Rawson
Meeting Dates:	Planning Board March 4, 2014 BCC April 3, 2014

Summary of Proposed Amendment:

The agent requests a Future Land Use (FLU) map amendment to change the future land use category of a 14.67 (+/-) acres parcel from Mixed-Use Suburban FLU to Industrial FLU. The zoning designation for the referenced parcel is ID-CP, Commerce Park District (cumulative). The applicant has also submitted a rezoning request for ID-2, General Industrial District (noncumulative) for a compatible zoning category that would allow the proposed project. The applicant understands that the rezoning approval will be contingent on the approval and adoption of the LSA 2014-01 case.

The subject parcel is accessed at the end of Stone Boulevard, east of U.S. Route 29/Palafox Highway and South of Becks Lake Road. The property is surrounded by heavy vegetation to the south and to the east. An industrial enclosed building is located to the west side; to the northwest, heavy outside industrial use is currently part of the site project.

The applicant has indicated that the proposed development will be for the construction of a terminal facility with rail line connection that will be used for the import, storage and distribution of aggregate materials.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1, Future Land Use categories descriptions, the current Mixed-Use Suburban (MU-S) FLU category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Specific allowable uses include residential, retail and services, professional office, recreational facilities, public and

civic. The Mixed-Use Suburban FLU does not have any industrial uses allowed and there are no designated intensities for the category.

Staff Analysis: The allowable uses under the proposed Industrial FLU category are intended for an intense mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. If the Large Scale Amendment is approved, there will be no residential densities allowed. The Industrial FLU allows for a maximum intensity of 1.0 floor area ratio (FAR).

The impact on nearby residential uses would be minimal, as similar structures and uses are located adjacent to the proposed site. The proposed project would provide for infill development. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

CON 1.2.3 Industrial Use Impacts. *Industrial land uses shall minimize their negative impacts on air quality. When incompatible with neighboring or proximate residential, conservation, or environmentally sensitive areas, industrial land uses shall be directed to alternative sites where their impacts are minimized.*

Potable Water

The agent's application packet contains a letter from the Emerald Coast Utility Authority, stating that potable water service is available in the area of the proposed amendment. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application, using residential development standards for which population can be estimated from proposed dwelling units (households). Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

Sanitary Sewer The applicant stated in their analysis that ECUA has available capacity to provide sanitary sewer service to the site. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use ECUA for solid waste disposal.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

The agent stated that at time of application, storm water management plans will be submitted for concurrency evaluation.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b. Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of

approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The application documents state that the proposed development will not degrade U.S. Route 29/Palafox Highway which is designated by the Florida Department of Transportation as a principle arterial roadway with the adopted Level of Service Standard at "C", nor will the development degrade Becks Lake Road a designated local road.

Staff Analysis: The anticipated impact to the local (County) roadways affected by this proposed development with a FLU designation of (I) and a rezoning to district ID-2 would have less of a traffic impact than the allowable development of the site under the current FLU (MU-S) where several improvements may be required. Traffic impacts surrounding roadways have not been analyzed at this stage of development. A traffic impact study will be required during the development review process according to Article 5 of the Land Development Code. Also, the site uses a railway to import materials to the site further reducing any potential impacts of the development on the surrounding roadway system.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit*

development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

The applicant stated that the proposed project with which the parcel is associated involves the installation of a terminal rail facility, which will occur predominantly on and replace an existing industrial site. The subject parcel proposed for a FLU change is at the eastern end of the project site, adjacent to the existing industrial site and currently consists mostly of forested uplands and wetlands. Only a portion of the parcel is needed in association with the terminal end of the proposed rail line and a portion of the stormwater management system will be developed. The remainder of the parcel will be left as open space in order to protect the remaining natural resources onsite and to provide a buffer, while at the same time, minimizing adverse impacts to surrounding properties. It is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that he has not requested a letter identifying potential development impacts for school facilities due to the proposed FLUM amendment to Industrial would prohibit residential development, while the existing FLUM designation of MU-S allows for residential development. Therefore, this proposed amendment would be anticipated to lessen potential impacts on school related services.

Staff Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development will satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment:
Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The applicant provided a Well Head Proximity Map showing the site is located within a Wellhead Protection Area (WHPA), 20 year travel time contour. The well head is located on the south side of Becks Lake Road approximately 1,250 feet from the western corner of the northern parcel boundary. As a result, the drainage design of the site will require special review and approval by ECUA. Coordination with ECUA and Escambia County has been initiated to determine whether a groundwater/wellhead impact report will be required to assess impacts on the groundwater supply and recharge potential of the area and existing wellhead location.

Staff Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource*.

The applicant stated they attached a master Site file request from the State of Florida Division of Historical resources (DHR), there are no previously recorded archaeological sites, historic structures, or National Register of Historic Places properties located on the project parcel. However, it was recommended by the State Historic Preservation Office (SHPO) that a cultural resources survey be performed on site by a professional archaeological consulting firm. Pursuant to the SHPO request, a cultural resources survey was conducted on site by South Arc, Inc. in October 2011. No prehistoric or historic artifacts with significant research potential were recovered from the site.

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by Martin F. Dickson, RPA & Lucy B. Wayne, Ph.D., RPA, South Arc, Inc. Specializing in Archaeological/Historical Services, found no evidence of historically significant artifacts.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern.

Staff Analysis:
The applicant has submitted as part of the packet, an environmental evaluation performed by Kleinfelder's staff pursuant to Chapter 62-340, F.A.C, the Corps of Engineers Wetland Delineation Manual (1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Atlantic and Gulf Coastal Plain region (version 2.0). The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; The proposed Industrial use expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the

property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services*.

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The development promotes the principle of good development by taking advantage of an existing railroad to the west for development and is aimed at reducing the capital and operating costs of providing public infrastructure. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

The amendment will allow for a comprehensive mix of uses that will result in a compatible blend between the existing recreational amenities and the proposed development of the rail terminal facility.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:
A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:
"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:

FLU 1.3.1 states that the Industrial FLU "provides for and allows for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents."

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed industrial development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **4. A.**
Meeting Date: 03/04/2014
Issue: LSA-2014-01
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity, an Ordinance Amending the 2030 Future Land Use Map.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 14.67 (+/-) acres parcel from Mixed-Use Suburban FLU to Industrial FLU. The zoning designation for the referenced parcel is ID-CP, Commerce Park District (cumulative). The applicant has also submitted a rezoning request for ID-2, General Industrial District (noncumulative) for a compatible zoning category that would allow the proposed project. The applicant understands that the rezoning approval will be contingent on the approval and adoption of the LSA 2014-01 case.

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 Ryan Ross, 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 amendment to the Future Land Use Map 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

Ordinance
Staff Analysis
Maps

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2014-01

Date: 2/3/14

Date requested back by: 2/6/14

Requested by: John Fisher/Juan Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Asst. County Attorney

Date Received: 2/3/14

XXX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-011-002, TOTALING 14.67 ACRES, LOCATED OFF STONE BLVD EAST OF U.S. ROUTE 29-PALAFOX HWY, FROM MIXED-USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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 and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 14-1N-31-1001-011-002, totaling 14.67 acres, as more particularly described by Pittman, Glaze and Associates, Inc., Land Surveyors, in the boundary survey dated August 26, 2008, attached as Exhibit A, from Mixed-Use Suburban (MU-S) to Industrial (I).

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. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/4/14

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2014-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description:
LSA-2014-01

✓ In Favor _____ Against

*Name: JOE HOWLE (VULCAN MATERIALS COMPANY)

*Address: 1200 URBAN CENTER DRIVE *City, State, Zip: BIRMINGHAM, AL 35242

Email Address: howlej@vmcmail.com Phone: 205-298-3000

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5816 **Growth Management Report** **11. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/03/2014
Issue: 5:46 p.m. - A Public Hearing - LSA 2014-01 Stone Blvd
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity, the Large Scale Amendment (LSA) 2014-01.

At the March 4, 2014 Planning Board meeting, the Board recommended approval to the BCC.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 14.67 (+/-) acres parcel from Mixed-Use Suburban FLU to Industrial FLU. The zoning designation for the referenced parcel is ID-CP, Commerce Park District (cumulative). The applicant has also submitted a rezoning request for ID-2, General Industrial District (noncumulative) for a compatible zoning category that would allow the proposed project. The applicant understands that the rezoning approval will be contingent on the approval and adoption of the LSA 2014-01 case.

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 Ryan Ross, 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 amendment to the Future Land Use Map 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
Application Packet
Staff Analysis
Maps
3-4-14 PB Speaker Request Form

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6292 **Growth Management Report** **13. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/26/2014
Issue: 5:48 p.m. - A Public Hearing - CPA-2014-02 Future Land Use Densities
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - Density Text Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to DEO an Ordinance amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended, amending Chapter 7, Future Land Use, by adding the following language: Density will be determined or governed by the applicable zoning district, unless a dwelling unit cap is established elsewhere in the Comprehensive Plan.

BACKGROUND:

Staff was directed by the BCC to submit a Comprehensive Plan Text Amendment stating that residential density shall be determined by the applicable zoning district, unless a dwelling unit cap is otherwise established by the Comprehensive Plan. The item was presented to the Planning Board on June 3, 2014.

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 Ryan E. Ross, 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 amendment to the Comprehensive Plan 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

Ordinance - Draft

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2014-01

Date: 2/3/14

Date requested back by: 2/6/14

Requested by: John Fisher/Juan Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Asst. County Attorney

Date Received: 2/3/14

XXX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," FLU 1.3.1 ~~ADDING THE FOLLOWING LANGUAGE TO CHAPTER 7, FLU 1.3.1 FUTURE LAND USE CATEGORIES: "DENSITY WILL BE DETERMINED OR GOVERNED BY THE APPLICABLE ZONING DISTRICT, UNLESS A DWELLING UNIT CAP IS ESTABLISHED ELSEWHERE IN THE COMPREHENSIVE PLAN~~ BY INCORPORATING RESIDENTIAL DENSITY STANDARDS FROM THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE INTO THE COMPREHENSIVE PLAN; REFORMATTING TABLE 1. ~~AND REMOVING ALL REFERENCES TO RESIDENTIAL DENSITIES~~; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, to promote reasonable and orderly growth, the efficient allocation of resources, predictability and stability in the planning and development process, and the protection of both public and private property interests, the Board of County Commissioners finds that any residential density standards in its Comprehensive Plan should be measured based on those density standards it has adopted for zoning districts in its Land Development Code; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve ~~changes (amendments)~~ this amendment to ~~the~~ its Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment 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 and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-Density Text Amendment."

Section 3. Amendment to Residential Density Standards

Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby amended as stated in Attachment A, attached and incorporated into this ordinance.

Section ~~3~~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 ~~4~~5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section ~~5~~6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DRAFT

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 **Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories are outlined below. Notwithstanding any residential density standards imposed by these future land use categories, residential density shall be determined by the applicable zoning district, unless a dwelling unit cap is otherwise established by this Comprehensive Plan.

FLUM Agriculture (AG)

General Description: Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:
Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Minimum Density: None
Maximum Density: 1 du/20 acres
Non-Residential: Minimum Intensity: None.
Maximum Intensity: 0.25 Floor Area Ratio (FAR).

FLUM Rural Community (RC)

General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.

Range of Allowable Uses:
Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

Standards:
Residential Minimum Density: None

Maximum Density: 2 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic.

Standards:
Residential Minimum Density: 2 du/acre
Maximum Density: 10 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards:
Residential Minimum Density: 3.5 du/acre
Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail/Service 30% to 50%
Office 25% to 50%
Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

<u>FLUM</u> Mixed-Use Perdido Key (MU-PK)

General Description: Intended for a complementary mix of residential, commercial and tourism (resort) related uses. Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

Range of Allowable Uses:
Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).

In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial

development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

Standards:
Maximum Density: 25 du/acre (based on proposed zoning districts)
Maximum Intensity: 6.0 Floor Area Ratio (FAR)
Minimum pervious area 20%
Maximum impervious cover area 80%

FLUM Mixed-Use Pensacola Beach (MU-PB)

General Description:
Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.

Range of Allowable Uses:
The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.

Standards:
Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation. Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.
Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.

FLUM Commercial (C)

General Description: Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards:
Residential Minimum Density: None
Maximum Density: 25 du/acre
Non-Residential
Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses:
Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

Standards:
Residential Minimum Density: None
Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Conservation (CON)

General Description: Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.

Range of Allowable Uses:
Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed.

Standards:
Residential Minimum Density: None
Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: None

FLUM Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses:
Active and passive recreation activities and amenities, park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. No new residential development is allowed.

Standards:
Residential
Minimum Density: None
Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.5 Floor Area Ration (FAR)

FLUM Public (P)

General Description: Provides for uses or facilities owned or managed by the Federal, State or county government or other public institutions or agencies.

Range of Allowable Uses:
Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-public facilities providing public services.

Standards:
Residential Minimum Density: None
Maximum Density: None
Non-Residential Minimum Intensity: None
Maximum Intensity: None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6221 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 06/26/2014
Issue: At-Large Appointment to the Escambia County Planning Board
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning an At-Large Reappointment/Appointment to the Planning Board

That the Board take the following action concerning an at-large appointment to the Escambia County Planning Board, to fill the unexpired term of Mr. David Woodward, effective April 5, 2013, through April 4, 2015:

A. Appoint Rodger Lowery;

OR

B. Appoint Timothy Bryan~~;~~.

~~OR~~

~~C. Appoint John Matthews.~~

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03 specify two-year staggered terms of office for at-large members of the Planning Board. On April 5, 2012 Mr. Woodward was appointed to fill the unexpired term of Steven Barry, effective April 5, 2012, through April 15, 2013. On April 2, 2013 Mr. Woodward was reappointed to serve a two-year term, effective April 5, 2013, through April 4, 2015. Mr. Woodward resigned on May 9, 2014.

Mr. Lowery~~,~~ and Mr. Bryan ~~and Mr. Matthews~~ have expressed a desire to serve on the Planning Board. Their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impact are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1, B.1 Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointment/reappointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.12.02 and Section 2.12.03, pertaining to terms of office for at-large members of the Planning Board.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board,the apointee will serve the required terms of office and fulfill the duties

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Attachments

Rodger Lowery Email, Letter and Resume

Timothy Bryan Email, Letter and Resume

Ballot - Planning Board At-Large

Judy H. Witterstaeter

From: Rodger Lowery [rlowery@flag1.net]
Sent: Tuesday, February 18, 2014 10:51 AM
To: Judy H. Witterstaeter
Subject: FW: Escambia County Board of Adjustment and Planning Board Appointment
Attachments: Letter for Consideration of Appointment to County Boards to County Commissioners.pdf; Resume.pdf

Judy,

Please let me know if you receive this e-mail.

Thanks,

Rodger K. Lowery, MAI
Fruitticher-Lowery Appraisal Group, Inc.
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504
Phone (850) 477-0419, ext. 101
Fax (850) 477-7931

From: Rodger Lowery [mailto:rlowery@flag1.net]
Sent: Tuesday, February 18, 2014 10:34 AM
To: 'jhw@myescambia.com'
Subject: Escambia County Board of Adjustment and Planning Board Appointment

Commissioners,

Please accept the attached letter and resume as my interest in serving one of the two boards noted above. Once you have had a chance to review, if you have any questions please do not hesitate to e-mail or call my cell at (850) 982-9032. Thanks for your consideration and I look forward to working in service for the community.

Respectfully submitted,

Rodger K. Lowery, MAI
Fruitticher-Lowery Appraisal Group, Inc.
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504
Phone (850) 477-0419, ext. 101
Fax (850) 477-7931

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477- 0419 * FAX (850) 477-7931
www.fruitticherloweryappraisalgroup.com

February 18, 2014

County Commissioners
Escambia County Commission
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Commissioners,

As a native of the Pensacola area and an established business owner in the community, I would like to submit this letter and my qualifications for consideration of appointment to the County Planning Board or the County Board of Adjustments. It is my understanding that the Commissioners will be considering appointments as needed and these are two Boards I would be interested in serving.

My qualifications or resume include being co-owner of the Fruitticher-Lowery Appraisal Group in Pensacola since 1997 and have worked as a commercial and residential real estate appraiser in the area since 1991. I also remain a licensed real estate broker and have been involved in several projects over the years. Primarily my services have included the valuation of residential and commercial properties throughout the area to include existing and proposed developments.

In addition to my day-to-day operations, I have served on several civic boards as well as the City of Pensacola's Zoning Board of Adjustment for approximately eight years from 1998 to 2006. The combination of my experience with the Zoning Board of Adjustment as well as my knowledge and experience with the impacts, or lack thereof, of new development on surrounding properties would be a benefit to the two County Boards requested.

I am attaching a copy of my qualifications as an appraiser which also indicates the various boards that I have served. Please accept this letter as a request to serve the residents of our County on either of the two Boards. If additional information is needed to support my qualifications for service, please do not hesitate to call or e-mail and I will respond

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

immediately. Thank you for your consideration and I look forward to the possible service to our community.

Respectfully submitted,

Rodger K. Lowery
RLowery@FLAG1.Net
800 Ft. Pickens Road, Unit 101
Pensacola Beach, Florida 32561
Phone (850) 982-9032

QUALIFICATIONS AS AN APPRAISER

RODGER K. LOWERY, MAI

EDUCATION

Bachelor of Science Degree - 1991
Florida State University
Tallahassee, Florida

Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

Appraisal Institute Courses:

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications - 1994

Appraisal Institute Seminars

Reassigning, Readdressing and Reappraising – 2005, Florida Core Law Update – 2010, National USPAP Update Course – 2010, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2011, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2012, Small Hotel/Motel Valuation - 2012

APPRAISAL EXPERIENCE

5/97 - Present — Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

APPRAISAL EXPERIENCE (Cont'd.)

6/95 - 4/97	Residential and Commercial Real Estate Appraiser, RKL Appraisal Services, Inc. (President). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.
6/95 - 9/96	Commercial Real Estate Appraiser, Laureate Realty Services, Inc. (Formerly Camp and Company), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multi-tenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.
9/92 - 5/95	Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.
12/91 - 9/92	Commercial Real Estate Appraiser, Marshall Appraisals, Inc. Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.
4/91 - 12/91	Research Assistant, State of Florida, Office of the Auditor General, Division of Real Estate. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029
State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922
State-Certified General Real Property Appraiser, State of Alabama, License #G00445
Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.
Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)
Member - Pensacola Association of Realtors, Florida Association of Realtors and the National Association of Realtors
Past Member - Home Builders Association of West Florida
Past Member – City of Pensacola Zoning Board of Adjustments
Member – Leadership Escambia And Pensacola (LEAP) Class of 2001
Past Member – American Diabetes Association of Northwest Florida, Board of Directors
Past Member – Fiesta of Five Flags, Board of Governors
Past Member – WSRE Planned Giving Council, Board of Directors
Past Member - Pensacola Chamber of Commerce Relocation Committee

CLIENTS

American Equity Investments LIC
American National Bank of Minnesota
First National Bank and Trust
Lehman Brothers
Saad Development Group
Pen Air Federal Credit Union
Pen Air Federal Credit Union
Charter Bank
ServisFirst Bank
Southtrust Bank
Summit Bank
Regions Bank
Mark Bednar, Esquire
Lucado Law Firm
Whitaker, Mudd, Simms, Luke & Wells
Phillip Bates
Samuel Bearman, P.C.
Beal Service Corporation
Clayton Bank and Trust
Community and Southern Bank
Grandbridge Realty Services
Wade Ward Properties
Union Planters Bank
Centennial Bank
PNC Bank
BBVA Compass Bank
SunTrust Bank
Iberia Bank
First National Bank of Baldwin County
Beroset and Keene, Attorneys at Law
Donald W. Stewart, P.C.
Brogdon, Davis and Adams
Armbrecht Jackson, LLP
Tyler & Hamilton

Denise Halstead

From: Dean Kirschner
Sent: Tuesday, May 20, 2014 11:20 AM
To: Denise Halstead
Subject: Planning Board Vacancy
Attachments: Timothy R. Bryan Resume.pdf

Denise:

Timothy R. Bryan 's Resume is attached. He is a resident of Start Lake here in Escambia County and wishes to be considered for the At-Large Planning Board position recently vacated by David L. Woodward.

Thank you,

Dean Kirschner
Commissioner Aide, District 2
Ofc. (850) 595-4920
Cell (850) 554-2177

May 22, 2014

Escambia County Board of County Commissioners

Pensacola, Florida

Gentlemen,

My name is Tim Bryan, and I ask that you consider me for appointment to the Escambia County Planning Board.

I am currently serving as the President of Star Lake Association, Inc., having lived in Star Lake since returning to Florida with my wife in 2000. Previously, I was the vice president of international operations of the nation's oldest operating toy company, and prior to that a naval officer and aviator retiring with the rank of Captain, USN.

My wife and I have embraced Pensacola and Escambia County almost from the first days of our return since marrying on the NAS many years ago. Pati volunteered her services to the Northwest Florida Council on Aging (The Oaks), where she has served with distinction and compassion these past fourteen years. In fact, she was named the Pensacola Volunteer of the Year a half dozen years ago; the State of Florida's Volunteer of the Year a few years ago at a presentation in Miami by the Governor; and the United States of America Volunteer of the Year for Senior Daycare two years ago at an honorary dinner in Pittsburgh. Clearly, I am very proud of her!

While she was assisting our elders, I began teaching international business at the University of West Florida in the spring of 2001, soon thereafter accepting a full-time faculty position which I held for a decade or more. Additionally, I consult and mentor; oversee a Trust; mediate disputes as a Supreme Court of Florida Mediator; and write. I refer you to the resumé provided separately for specifics.

Going forward, and in addition to my pro bono energies with Star Lake Association, Inc., I would very much enjoy the opportunity to participate in shaping and influencing the future of Escambia County. We are blessed with a fabulous piece of America, thanks in no small way to our predecessors' thoughtful and imaginative leadership. Continuing their crafted tradition of balanced growth, while preserving the uniqueness and beauty of our niche here on the Gulf Coast, would be a privilege.

Thank you in advance for your consideration.

Best Regards,

Tim Bryan

14 Star Lake Drive

Pensacola, FL 32507

850.291.5523

Timothy R. Bryan
timothyrbryan@gmail.com
850.291.5523

Recent and on-going Activities 2014

President, The Bryan Group, initiating, facilitating and advising out-sourced international sales, marketing, investment and overseas manufacturing options for client companies and concerns. Market-making expertise recognized and contracted in Europe, Asia, Latin America, Canada and Australia.

Trustee, DB Foundation, managing director of all philanthropic, investment and relationship management activities for The Foundation.

Licensed Supreme Court of Florida Mediator, providing pro bono County Court mediation services in business disputes and court-filed civil actions; facilitate international private sector partnership and career mentoring clients.

Adjunct Professor, University of West Florida (UWF), most recently teaching Business Negotiations (MAN4441) at the undergraduate and graduate levels.

Professional Experiences

-- **Vice President, International Operations**, The Ohio Art Company. Responsible for developing and executing **sales and marketing strategies** in over 65 countries, **overseas sourcing** rationalization, copyright and trademark issues, and profit/loss for this publicly-traded corporation, the oldest operating toy company in America.

-- **Senior U.S. Government Negotiator** and team leader responsible for the successful 1995 Congressionally mandated return of WWII properties leased from the Governments of the United Kingdom and Bermuda ... **achieved win-win settlement** of environmental remediation issues, asset exchange valued at over $150 Million, and preservation of a half century of mutual good will and international cooperation ... **precedent setting** in key regards resulting in **awarding of the United States Government Legion of Merit.**

-- **Visiting Professor and Executive in Residence, UWF**, teaching in-class senior and graduate level courses in International Business (GEB4361), Marketing Strategies (MAR4308), Marketing Fundamentals (MAR3023), Business Negotiations (MAN4441) and Marketing Management (MAR6815) as the **sole marketing faculty** in the UWF MBA Program for **11 years. Highest ranked faculty member within the College of Business during national AACSB reacreditation.**

-- **Visiting Professor University of Mannheim**, Ludwigshafen campus, teaching undergraduate German business students international business (GEB4361), and German MBA students Marketing Management (MAR6815) over a 6 year period through 2011.

-- **Chief of Staff, Navy International Programs Office**. Directed 1000-man Washington based organization in the transfer and sale of U.S. Navy equipments and services to foreign

governments. Led and oversaw the daily interface between Congress, State Department, embassies, host governments and U.S. defense contractors in the successful and profitable sale of naval technologies.

-- **Strategic and long-range planner** for the **Chief of Naval Operations, USN.** Responsible for initiating, developing, and implementing Total Quality Management planning and decision processes at the senior most level of the U.S. Navy. Additionally, **Managing Director of Technology Task Force** of the Chief of Naval Operations Executive Panel, Washington D.C.

-- **Commanding Officer, Naval Air Station Bermuda.** Senior U.S. Naval officer responsible for the leadership and management of over 2000 personnel, submitting and executing a $25 Million annual operating budget, and maintaining over $750 Million in capital assets. Directed the operation and support functions of the only civil or military airport in Bermuda. **Personal successes in labor/union negotiations, family advocacy, marketing strategies, TQM, and crisis mediation.**

-- **Navy Aviation squadron commanding officer and task group commander** responsible for the annual fiscal management of over $2M in operating funds, capital assets of $350M and the leadership of 450 personnel; led flight operations in support of national tasking extending from the Western Pacific to the Persian Gulf; distinguished as **#1 ranked squadron** for both operational effectiveness and personnel resource management.

-- **Principal Congressional Advisor for the Secretary of the Navy**. Monitored and responded to Congressional Committee activity associated with Navy programs, missions and installations; prepared, briefed, and backed up the Secretary during Navy posture statements before annual and special testimony hearings of the Authorization, Appropriations and other committees of the U.S. Congress; **drafted Congressional and other statements and speeches** for delivery by the Secretary of the Navy.

-- Competitively selected 1989-1990 **U.S. Navy Fellow** to the **Hoover Institution, Stanford University**, representing and communicating Navy interests and positions to Stanford faculty and alumni, Hoover colleagues, and visitors to the Institution; simultaneously pursued **post-Masters study at Stanford Business School.**

-- **White House Cabinet Committee staffer** and **translator** for **Spanish speaking** business and cultural opportunity development; interacted with senior White House officials and Spanish American organizations throughout the country in managing Administration efforts to enhance meaningful cross-cultural Latino participation throughout all levels of American society.

Education

Harvard University, Program on International Negotiation.
Stanford University, multi-disciplined research and **post-Masters business/law** study.
U.S. Naval Postgraduate School, Monterey, California, **MS in International Affairs**.
University of Maryland, BA in International Relations.
University of Barcelona, Spain, Undergraduate Exchange Student.

BCC: 06-26-2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

PLANNING BOARD "AT LARGE"

___ Rodger Lowery

___ Timothy Bryan

Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6307 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 06/26/2014
Issue: Schedule of Public Hearings
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

July 10, 2014

A. 5:47 p.m. - A Public Hearing - Reclamation Plan for Expansion of Shortleaf Pit and

B. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map - LSA-2014-02 .

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6351 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Community Redevelopment Agency Meeting Minutes, May 15, 2014
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 15, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the May 15, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

BACKGROUND:

On May 15, 2014, 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 Board May 15, 2014 Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
May 15, 2014
8:45 a.m.

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

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

Absent: Commissioner Grover Robinson, IV

Staff Present: Larry Newsom, Interim County Administrator
Alison Rogers, County Attorney
Clara Long, Division Manager
Keith Wilkins, Department Director

Call to Order.

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

Meeting was called to order at 8:50 A.M. by Commissioner May

Proof of publication

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

Motion made by Vice Chair Steven L. Barry, Seconded by Commissioner Wilson Robertson To waived the rights of reading the Advertisement.

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 29, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the April 29, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Motion made by Commissioner Wilson Robertson, Seconded by Vice Chair Steven L. Barry Approval of the filing of Board Minutes on April 29, 2014.

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and R. Frank Sylves, the owner of residential property located at 333 Edgewater Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of $5,413, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for replacing windows;

2. The Agreements between Escambia County CRA and Willie J. Sanders, the owner of residential property located at 2604 North N Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of $1,150, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Myrtle Barnes, the owner of residential property located at 1202 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $3,475, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement;

4. The Agreements between Escambia County CRA and Panzola L. Williams, the owner of residential property located at 804 West Fisher Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of $1,900, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

5. The Agreements between Escambia County CRA and Gregory L. Scoville, the owner of residential property located at 217 Chief's Way, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of $1,685, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to replace windows;

6. The Agreements between Escambia County CRA and Maurice Robinson, the owner of residential property located at 802 West Fisher Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of $5,832, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for septic tank replacement and air conditioning installation; and

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

Motion made by Vice Chair Steven L. Barry, Seconded by Commissioner Gene M. Valentino To approve Recommendation#1 Items A 1-6 and Item B

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

2 Recommendation Concerning Cancellation of a Residential Rehab Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the lien cancellation for residential property located at 226 Payne Road, owned by Alan A. Tschirgi, in the amount of $932. The recipient has met the Residential Rehab Grant Program requirements; and

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

Motion made by Commissioner Gene M. Valentino, Seconded by Vice Chair Steven L. Barry Approve Recommendation#2 Line Item A & B

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

IV. Discussion/Information Items

None

Adjournment.

Meeting was adjourned at 9:01 A.M.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6162 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Revised Animal Control Citation Form
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Revised Animal Control Citation Form - Gordon C. Pike, Corrections Department Director

That the Board approve and adopt the revised animal control Citation Form. The Citation Form has been amended to include mandatory notices to alleged violators that are required by 828.27, Florida Statutes.

BACKGROUND:

The Office of Environmental Enforcement/Animal Control is requesting that the Board approve and adopt the revised animal control citation form. The citation form has been amended to include mandatory notices to alleged violators that are required by 828.27, Florida Statutes. The amended form also provides updated instructions for contesting the citation, and contains a section for Animal Control Officers to include court information. The Section numbers on the form have also been amended to be consistent with the repealing of Section 10-12 of the Code of Ordinances.

BUDGETARY IMPACT:

No budgetary impact is anticipated since the Office of Environmental Enforcement/Animal Control is already due to order new citation forms.

LEGAL CONSIDERATIONS/SIGN-OFF:

The citation form was amended by Kerra A. Smith, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 10-7 of the Code of Ordinances specifies that Animal Control Citations shall be in the form prescribed by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The amendments to the form and procedure for contesting the citation have been coordinated with the Clerk of the Court.

Attachments

Animal Control Citation

COMPLAINT NO. _____

CITATION

STATE OF FLORIDA, COUNTY OF ESCAMBIA

In the name of Escambia County, Florida: the undersigned certifies that he/she observed and/or further has just and reasonable grounds to believe that:

on the _____ day of _____, 20 _____, at _____( ) a.m. ( ) p.m.

Last	First	M.I.	Sex/Race
Street Address	City	State	Zip Code
Driver License No.	State	Birthdate	Phone

in Escambia County, Florida, did commit the offense(s) in violation of Escambia County Code Chapter 10.

☐ Animal Roaming At Large	(Section 10-11-a)	Civil Penalty $ _____
☐ Animal Unvaccinated Against Rabies	(Section 10-8-a)	Civil Penalty $ _____
☐ Animal Unlicensed	(Section 10-9)	Civil Penalty $ _____
☐ Tag Not On Animal	(Section 10-8-b)	Civil Penalty $ _____
☐ Female In Season Not Properly Confined	(Section 10-11-d)	Civil Penalty $ _____
☐ Animal Nuisance	(Section 10-11-e)	Civil Penalty $ _____
☐ Cruelty to Animal	(Section 10-16)	Civil Penalty $ _____
☐ Dangerous or Vicious Animal	(Section 10-14)	Civil Penalty $ _____
☐ Interference	(Section 10-19)	Civil Penalty $ _____
☐ Citation Surcharge	(Section 10-23-c)	Civil Penalty $ _____
☐ Other		Civil Penalty $ _____

DESCRIPTION OF ANIMAL Dog Cat Other: _____ Total Civil Penalty $ _____

Sex M F **Hair** L S **Tail** L S **Size** S M L

Color Br Wh Bl Grey Red Or Tan Brindle **Name** _____

Ears Erect Cut Droopy **Age** _____ Months or Yrs. **Breed** _____

☐ **Mandatory Court Appearance *** ☐ **Civil Infraction which does not require appearance in court**

Court Information: Date: _____ Time: _____( ) a.m. ( ) p.m.

Location: M.C. Blanchard Judicial Building, 190 W. Government Street, Pensacola, FL 32502

Comments: _____

I swear the above is true and correct to the best of my knowledge and belief.

Sworn to and subscribed this _____ day of _____, 20 _____.

_____ _____ _____( ) a.m. ( ) p.m.

Issued by (Officer) Date of Issue Time

IMPORTANT INSTRUCTIONS

1. To admit the violation(s), you must pay the civil penalty (or penalties) within ten (10) days of the date of this citation. If you pay after this date, you will be charged an additional $10 delinquent fee. If you pay the civil penalty, you will be deemed to have admitted the violation(s). Payment may be made in person or by mail to: Clerk of the Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government Street, Pensacola, Florida 32502. Or...
2. To contest the violation, you must appear in court on the date specified in this citation. If you contest the violation(s), and after a hearing are found in violation of the provision(s) of the ordinance, you will be guilty of a civil infraction punishable by a fine of not less than $50.00 nor more than $500.00. **If you do not pay the civil penalty or appear in court to contest the citation, you will be deemed to have waived your right to contest the citation and a judgment may be entered against you for an amount up to the maximum civil penalty.**

***Mandatory Court Appearance – Civil Penalties are set by the Judge.* If you are scheduled for a mandatory court appearance you do not have the option of paying a fine in lieu of appearing in court.**

UNLICENSED OR UNVACCINATED ANIMALS: Escambia County Ordinances require all cats and dogs to be vaccinated against Rabies and the purchase of an Animal License at the time of vaccination. It will be necessary for you to take this form to one of the licensed veterinarians of the county and have your animal vaccinated against Rabies and purchase a County Animal License. Proof of compliance must be made to the ESCAMBIA COUNTY ANIMAL SHELTER within 72 HOURS FROM THE DATE OF THIS NOTICE OR SHOW CAUSE WHY YOU SHOULD NOT BE REQUIRED TO DO SO. If, at the expiration of this time, this has not been done, and no cause has been shown, such further action will be taken as the law requires.

_____ _____ _____

Animal Tag No. Date of Vaccination Veterinarian

_____

Signature of Person Cited

COMPLAINT NO. _____

CITATION

22676

STATE OF FLORIDA, COUNTY OF ESCAMBIA

In the name of Escambia County, Florida: the undersigned certifies that he/she observed and/or further has just and reasonable grounds to believe that:

on the _____ day of _____, 20_____, at _____ ( )a.m. ( )p.m.

Last | First | M.I. | Sex/Race

Street Address | City | State | Zip Code | Phone

Driver License No. | State | Social Security No. | Birthdate

in Escambia County, Florida, did commit the offense(s) in violation of Escambia County Ordinance Section 10.

☐ Animal Roaming At Large	(Section 10-12)	Civil Penalty$_____
☐ Animal Unvaccinated Against Rabies	(Section 10-8-a)	Civil Penalty$_____
☐ Animal Unlicensed	(Section 10-9)	Civil Penalty$_____
☐ Tag Not On Animal	(Section 10-8-b)	Civil Penalty$_____
☐ Female In Season Not Properly Confined	(Section 10-11-d)	Civil Penalty$_____
☐ Animal Nuisance	(Section 10-11-e)	Civil Penalty$_____
☐ Cruelty to Animal	(Section 10-16)	Civil Penalty$_____
☐ Dangerous or Vicious Animal	(Section 10-14)	Civil Penalty$_____
☐ Interference	(Section 10-19)	Civil Penalty$_____
☐ Citation Surcharge	(Section 10-23-c)	Civil Penalty$_____
☐ Other		Civil Penalty$_____

DESCRIPTION OF ANIMAL **Dog** **Cat**

Sex M F **Hair** L S **Tail** L S **Size** S M L

Color Br W Bl Grey Red Or Tan Brindle

Ears Erect Cut Droopy **Age**_____ Months or Yrs.

Total Civil Penalty $_____

Name _____

Breed _____

☐ **Mandatory Court Appearance*** ☐ **Certified Mail**

Comments: _____

I swear the above is true and correct to the best of my knowledge and belief.

Sworn to and subscribed this _____ day of _____ 20_____.

Issued by (Officer) | Date of Issue | Time am pm

FINE PAID: Receipt #:_____ Amount:$_____ Date:_____ Received by:_____

IMPORTANT INSTRUCTIONS

I AGREE TO DO ONE OF THE FOLLOWING:

1. If I want to admit the violation, I will pay the civil penalty (or penalties) within ten (10) days of the date of this citation. If I pay after this date, I understand I will be charged an additional $10 delinquent fee. If I pay the civil penalty, I understand I will be deemed to have admitted a civil infraction. Or...

2. If I fail to pay the total civil penalty indicated above, I understand that this case will be filed with the Escambia County Court System, and I will be afforded the opportunity to enter my plea of not guilty, and request a date for trial at that time. If I choose not to pay the civil penalty I understand that I must appear in court. If an individual contests the violation and after trial is found in violation of the provisions of the ordinance, he/sho shall be guilty of a civil infraction punishable by a fine of not less than $50.00 nor more than $500.00. I UNDERSTAND THAT IF I HAVE NOT PAID THE CIVIL PENALTY, AND FAIL TO APPEAR IN COURT, A LIEN WILL BE RECORDED AGAINST MY PROPERTY.

UNLICENSED OR UNVACCINATED ANIMALS: Escambia County Ordinances require all cats and dogs to be vaccinated against Rabies and the purchase of an Animal License at time of vaccination. It will be necessary for you to take this form to one of the licensed veterinarians of the county and have your animal vaccinated against rabies and purchase a County Animal License. Proof of compliance of vaccination and/or license must be made to the ESCAMBIA COUNTY ANIMAL SHELTER within 72 HOURS FROM THE DATE OF THIS NOTICE OR SHOW CAUSE WHY YOU SHOULD NOT BE REQUIRED TO DO SO. If, at the expiration of this time, this has not been done, and no cause aforesaid be shown, such further action will be taken as the law requires.

Animal Tag No. | Date of Vaccination | Veterinarian

Signature of Person Cited

Payment may be made in person or by mail to: **Clerk of Circuit Court,**
M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, FL 32501

Mandatory Court Appearance - Civil Penalties are set by the Judge

COPY CAT PRINTING (850) 438-5566 Ref. No: G 034095253

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6320 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Waiver to Noise Ordinance for the 2014 Gulf Coast Summer Fest
From: Donald R. Mayo, Interim Building Official
Organization: Building Inspections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2014 Gulf Coast Summer Fest at Casino Beach - Donald R. Mayo, Interim Building Official

That the Board approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, Gulf Coast Summer Fest, sponsored by Banks Enterprise, LLC, to be held at Casino Beach, Saturday, August 30, 2014, from 12:00 Noon through 12:00 Midnight.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

This event is being coordinated with the Escambia County Sheriff's Office, Public Safety and the Santa Rosa Island Authority. If approved, all parties involved will be notified of the waiver.

Attachments

Application

Site Plan

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT	Permit Number: SE 140605347	
Waiver to Noise Ordinance	Building Permit Number:	
	Approved By:	Date:

Applicant: BANKS ENTERPRISE, LLC		Phone Number: 850-393-3028
Owner's Name: WILLIAM "CADILLAC" BANKS		Phone Number:
Owner's Address: 1372 BUTTONWILLOW TRL.		
City: PENSACOLA	State: FL	Zip Code: 32506
Job Address: 2 CASINO BEACH BLVD, PENSACOLA BEACH, FL		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

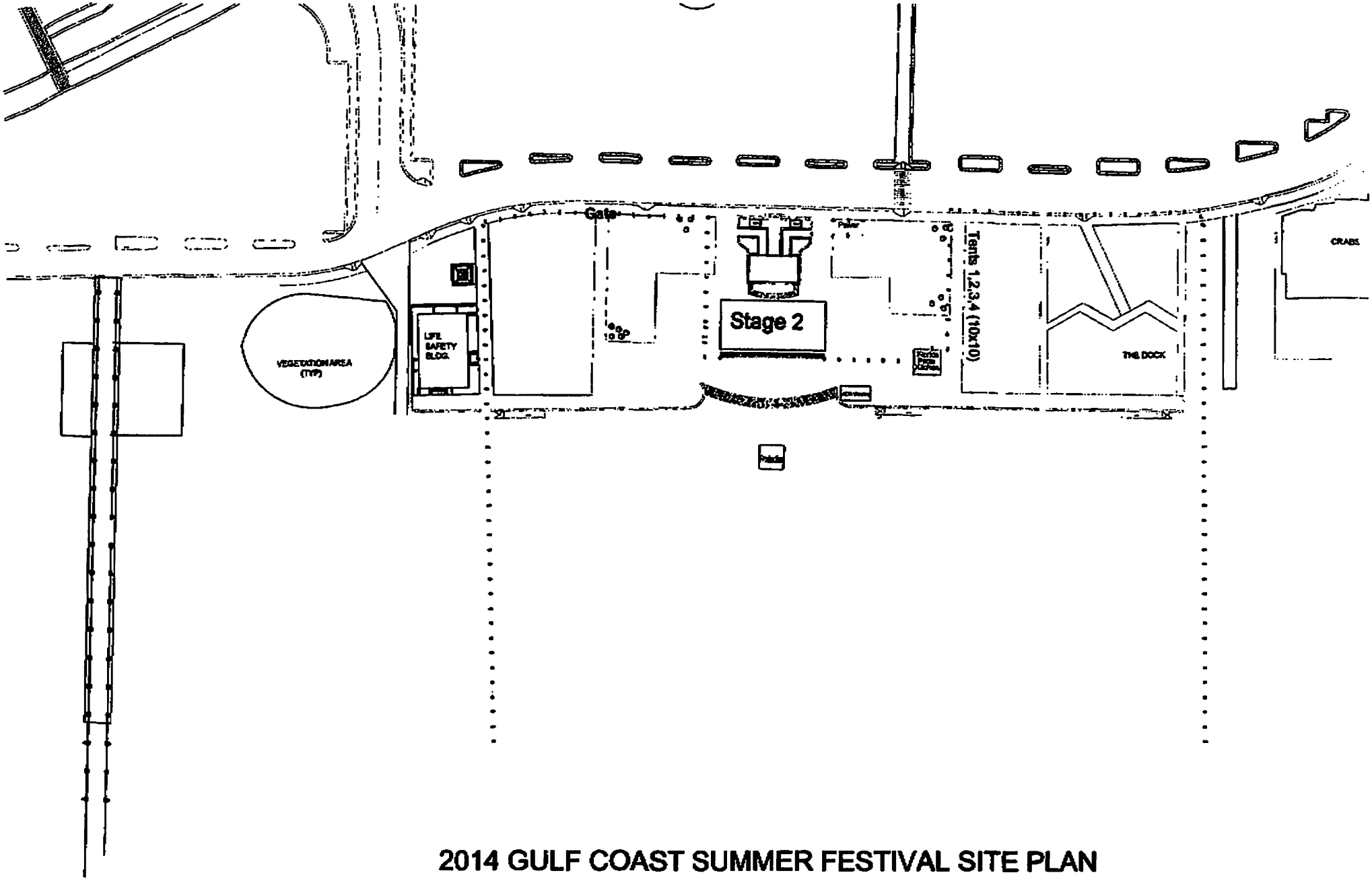
Date of Activity: AUGUST 30, 2014	*Description of Activity:* R&B/JAZZ/SOUTHERN SOUL BLUES CONCERT.
Beginning Time: 12-NOON *Ending Time:* 12-MIDNIGHT	

Remarks or Comments: THIS IS A 12-HOUR CONCERT FESTIVAL

Driving Directions: PENSACOLA CASINO BEACH GULF SIDE

Escrow Account Number:	*Date:* 5/15/14
Applicant Signature: William E Banks Sr	

400.4



2014 GULF COAST SUMMER FESTIVAL SITE PLAN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6281 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Property Disposal/Health Department
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and declare surplus and authorize the disposition of all the assets shown in the listing provided. All of the assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. As a result of the flood event on April 29, 2014, eight of the Health Department vehicles were damaged beyond repair. Escambia County Risk Management will coordinate the salvage of the vehicles.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Risk Management will coordinate the salvage of the vehicles. Vehicles have been relocated to the Road Department.

Attachments

Dispostion of Prop - Flood

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Dept of Health in Esc Co COST CENTER NO: _____

Linda Moyer DATE: June 2, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 850-554-3778

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached list				

Disposal Comments: Eight vehicles flooded on the premises of 1295 W Fairfield Drive on April 29 -30, 2014

See Property Damage Appraiser's Condition Reports, Assignment Numbers 787-405-0214 thru 787-405-221

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: June 2, 2014

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP, Director, DOH-Escambia

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: June 26, 2014

APPROVED _____ County Administrator

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

Request for Disposition of Property - Escambia County, Florida
June 26, 2014

Tag	Property No	Description	Serial Number	Model	Year	Condition
210325	56898	Honda Civic Hybrid(silver)	JHMFA36298S004015	Civic	2008	Poor
234579	54648	Ford Ranger Ex/cab (red)	1FTYR14U66PA34228	Ranger	2005	Poor
230817	53961	Ford Escape (green)	1FMCU95H75KE34248	Escape	2005	Poor
212412	54684	Ford Taurus (blue)	1FAFP53U46A191951	Taurus	2005	Poor
203824	50544	Ford Ranger Ex/cab (blue)	1FTYR44U62PA40607	Ranger	2002	Poor
824353	55519	Ford Ranger (White)	1FTYR44U97PA48319	Ranger	2006	Poor
203803	50261	Ford F-150 w/lift gate	3FTZF172X1MA77752	F-150	2002	Poor
222006	60755	Ford Transit	NM0AS8F71E1142051	Transit	2014	Poor

PDA
PROPERTY DAMAGE APPRAISERS

Condition Report

Health Dept
54648

Date: 5/27/2014 Property Condition: Total Loss	Loss Recap for Total Loss Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00
Assignment Number **787-405-0215**	

Office:	
PDAPensacola, FL #787 P.O. Box 283 Molino, FL 32577 Phone: 850-587-3658 Fax: 850-587-3269	Insurance Company: VERICLAIM INC Adjuster: TOM RONGSTAD

Assignment Received: 5/14/2014	Date of Loss: 4/29/2014
Date of First Contact: 5/22/2014	Date of Inspection: 5/22/2014
Inspection Location: Health ept	

Vehicle/Owner Information:	Repair Facility:
Insured: BOCC Vehicle: 2005 Ford RANGER VIN #: 1FTYR14U66PA34228	None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $550.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Non-Collision Secondary Damage: Non-Collision Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: Yes

Condition Summary

Interior: Average

Paint: Fair

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 3.0

Mileage: 51025

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health Dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	Quotes
Avg Book Value:	$11,675.00
Avg Dealer Quotes:	$10,642.67
Avg Lines 1 & 2:	$11,158.83
Total Adjustments:	$0.00
Suggested ACV:	$11,158.83
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$11,158.83

Tire Information:
Size: 22570R15
Type: Radial

Tread Depth:(In 32nd's)
LF:10 RF: 7
LR:7 RR: 7
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over dash & engine obvious total loss	

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54648

Salvage Bids:

Company	Contact	Phone Number	Amount
HENsons	Ralph	(850) 477-0044	$515.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$550.00
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$400.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
ALAN Turner	Car Trader	(866) 936-7449	$11,055.00
ALAN Turner	Car Trader	(866) 936-7449	$12,878.00
PAce Mtr Co	Car Trader	(877) 769-0667	$7,995.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$8,600.00	$0.00
Mileage	$2,250.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$150.00	$0.00
Power Door Locks	$150.00	$0.00
Power Brakes	$0.00	$0.00
Cruise Control	$150.00	$0.00
AM/FM Stereo	$0.00	$0.00
Tape Player	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Rear Defogger	$0.00	$0.00
Tilt Steering Wheel	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Topper	$375.00	$0.00
Totals	$11,675.00	$0.00

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PDA
PROPERTY DAMAGE APPRAISERS

Condition Report

Health Dept
53961

Date: 5/27/2014 Property Condition: Total Loss	**Loss Recap for Total Loss** Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00
Assignment Number **787-405-0216**	

Office:

PDAPensacola, FL #787
P.O. Box 283
Molino, FL 32577
Phone: 850-587-3658
Fax: 850-587-3269

Insurance Company:
VERICLAIM INC
Adjuster: TOM RONGSTAD

Assignment Received: 5/14/2014	Date of Loss: 4/29/2014
Date of First Contact: 5/22/2014	Date of Inspection: 5/22/2014

Inspection Location:
Health Dept

Vehicle/Owner Information:

Insured: BOCC
Vehicle: 2005 Ford ESCAPE
VIN #: 1FMCU95H75KE34248

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $550.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Non-Collision Secondary Damage: Non-Collision Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: No

Condition Summary

Interior: Average

Paint: Fair

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 2.3

Mileage: 45411

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health Dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	Quotes
Avg Book Value:	$9,425.00
Avg Dealer Quotes:	$3,319.33
Avg Lines 1 & 2:	$6,372.17
Total Adjustments:	$0.00
Suggested ACV:	$6,372.17
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$6,372.17

Tire Information:
Size: 235--70R16
Type: Radial

Tread Depth:(In 32nd's)
LF:11 RF: 11
LR:11 RR: 11
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over dash and engine obvious total loss	

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#53961

Salvage Bids:

Company	Contact	Phone Number	Amount
HENsons	Ralph	(850) 477-0044	$515.00
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$750.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$425.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
ALAN Turner	Car Trader	(866) 936-7449	$9,958.00
			$0.00
			$0.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$7,075.00	$0.00
Mileage	$2,350.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$0.00	$0.00
Power Door Locks	$0.00	$0.00
Power Brakes	$0.00	$0.00
Cruise Control	$0.00	$0.00
AM/FM Stereo	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Rear Defogger	$0.00	$0.00
Tilt Steering Wheel	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Totals	$9,425.00	$0.00

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Health Dept
#54684

Condition Report

Date: 5/27/2014 Property Condition: Total Loss	**Loss Recap for Total Loss** Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00
Assignment Number **787-405-0217**	

Office:

PDAPensacola, FL #787
P.O. Box 283
Molino, FL 32577
Phone: 850-587-3658
Fax: 850-587-3269

Insurance Company:
VERICLAIM INC
Adjuster: TOM RONGSTAD

Assignment Received: 5/14/2014	Date of Loss: 4/29/2014
Date of First Contact: 5/22/2014	Date of Inspection: 5/22/2014
Inspection Location: Health Dept	

Vehicle/Owner Information:

Insured: BOCC
Vehicle: 2005 Ford TAURUS
VIN #: 1FAFP53U46A191951

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $400.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Non-Collision Secondary Damage: Non-Collision Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: No

Condition Summary

Interior: Average

Paint: Good

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 3.0

Mileage: 76311

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	Quotes
Avg Book Value:	$6,300.00
Avg Dealer Quotes:	$5,669.50
Avg Lines 1 & 2:	$5,984.75
Total Adjustments:	$0.00
Suggested ACV:	$5,984.75
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$5,984.75

Tire Information:
Size: 215/60R16
Type: Radial

Tread Depth:(In 32nd's)
LF:4 RF: 4
LR:5 RR: 4
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over engine and dash, obvious total loss. Unable to get odometer photo no power to dash odometer reading from dept records	

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#54684

Salvage Bids:

Company	Contact	Phone Number	Amount
Hensons	Ralph		$315.00
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$200.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$400.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
ALLEN TURNER AUTOMOTIVE	Car Trader	(866) 936-7449	$7,344.00
CHris Carrol	Car Trader	(888) 311-1761	$3,995.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$4,850.00	$0.00
Mileage	$1,250.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$0.00	$0.00
Power Door Locks	$0.00	$0.00
Power Brakes	$0.00	$0.00
Cruise Control	$0.00	$0.00
AM/FM Stereo	$0.00	$0.00
Tape Player	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Rear Defogger	$0.00	$0.00
Tilt Steering Wheel	$0.00	$0.00
Alum Wheels	$200.00	$0.00
Totals	$6,300.00	$0.00

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Condition Report

Health Dept
50544

Date: 5/27/2014
Property Condition: Total Loss

Assignment Number
787-405-0218

Loss Recap for Total Loss

Damage Appraisal..$0.00
Percent of ACV.....0.00 %
Deductible.....$0.00
Total.....$0.00

Office:

PDAPensacola, FL #787
P.O. Box 283
Molino, FL 32577
Phone: 850-587-3658
Fax: 850-587-3269

Insurance Company:
VERICLAIM INC
Adjuster: TOM RONGSTAD

Assignment Received: 5/14/2014
Date of Loss: 4/29/2014
Date of First Contact: 5/22/2014
Date of Inspection: 5/22/2014

Inspection Location:
Health Dept

Vehicle/Owner Information:

Insured: BOCC
Vehicle: 2002 Ford RANGER EX/CAB
VIN #: 1FTYR44U62PA40607

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00
Estimated Salvage Value: $0.00
Repair Facility Estimate Amount: $0.00

Recommendation: Total Loss
Primary Damage: Non-Collision
Secondary Damage: Non-Collision
Unrelated Damage:
Damage Appraisal: $0.00

Claim #: TMP14-020880
Policy #:

Agreed Scope of Damage: No
Days to Repair: 0
Appearance Allowance: No

Betterment/Depreciation: No
Applicable:
Reason:

Tow Charges: $0.00
Storage Rate Per Day / Total: N/A

Direction to Pay: Unknown
Drivable: No

Condition Summary

Interior: Average

Paint: Good

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 3.0

Mileage: 88598

Tire Information:
Size: 22570R15
Type: Radial

Tread Depth:(In 32nd's)
LF:11 RF: 12
LR:5 RR: 5
Spare:0

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	TLV
Avg Book Value:	$7,125.00
Avg Dealer Quotes:	$6,188.00
Avg Lines 1 & 2:	$6,656.50
Total Adjustments:	$0.00
Suggested ACV:	$6,656.50
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$6,656.50

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks

The vehicle was inspected at the owners work location.
The owner was present at the time of inspection.

Water over dash & engine total loss

Open Items

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50544

Salvage Bids:

Company	Contact	Phone Number	Amount
HENsons	Ralph	(850) 477-0044	$295.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$400.00
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$300.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
BOB TYLER TOYOTA	Car Trader	(888) 926-2695	$5,888.00
MC Vay Motors	Car Trader	(888) 843-1719	$6,488.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$6,225.00	$0.00
Mileage	$900.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$0.00	$0.00
Power Door Locks	$0.00	$0.00
Power Brakes	$0.00	$0.00
Cruise Control	$0.00	$0.00
AM/FM Stereo	$0.00	$0.00
Tape Player	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Tilt Steering Wheel	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Totals	$7,125.00	$0.00

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PDA
PROPERTY DAMAGE APPRAISERS

Condition Report

Health Dept
55519

Date: 5/27/2014 Property Condition: Total Loss	**Loss Recap for Total Loss** Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00
Assignment Number **787-405-0219**	

Office:	Assignment Received: 5/14/2014 / Date of Loss: 4/29/2014
PDAPensacola, FL #787 P.O. Box 283 Molino, FL 32577 Phone: 850-587-3658 Fax: 850-587-3269 Insurance Company: VERICLAIM INC Adjuster: TOM RONGSTAD	Date of First Contact: 5/22/2014 / Date of Inspection: 5/22/2014 Inspection Location: health dept
Vehicle/Owner Information:	**Repair Facility:**
Insured: BOCC Vehicle: 2006 Ford RANGER VIN #: 1FTYR44U97PA48319	None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $550.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Non-Collision Secondary Damage: Non-Collision Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: No

Condition Summary

Interior: Average

Paint: Good

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 3.0

Mileage: 89006

Request Number:
Instant Value: $0.00
Salvage Moved To:
Health Dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	Quotes
Avg Book Value:	$11,075.00
Avg Dealer Quotes:	$10,984.00
Avg Lines 1 & 2:	$11,029.50
Total Adjustments:	$0.00
Suggested ACV:	$11,029.50
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$11,029.50

Tire Information:
Size: 22570R15
Type: Radial

Tread Depth:(In 32nd's)
LF:10 RF: 10
LR:5 RR: 5
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over dash and engine obvious total loss	

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55519

Salvage Bids:

Company	Contact	Phone Number	Amount
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$500.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$550.00
HENsons	Ralph	(850) 477-0044	$415.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
ALLEN TURNER AUTOMOTIVE	CAr Trader	(866) 936-7449	$10,395.00
ALLEN TURNER AUTOMOTIVE	Car Trader	(866) 936-7449	$11,055.00
ALLEN TURNER AUTOMOTIVE	Car trader	(866) 936-7449	$11,502.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$10,750.00	$0.00
Mileage	$325.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$0.00	$0.00
Power Door Locks	$0.00	$0.00
Cruise Control	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Totals	$11,075.00	$0.00

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PDA
PROPERTY DAMAGE APPRAISERS

Condition Report

Health Dept
50261

Date: 5/27/2014 Property Condition: Total Loss	Loss Recap for Total Loss
Assignment Number **787-405-0220**	Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00

Office:		Assignment Received: 5/14/2014	Date of Loss: 4/29/2014
PDAPensacola, FL #787 P.O. Box 283 Molino, FL 32577 Phone: 850-587-3658 Fax: 850-587-3269	Insurance Company: VERICLAIM INC Adjuster: TOM RONGSTAD	Date of First Contact: 5/22/2014	Date of Inspection: 5/22/2014
		Inspection Location: Health Dept	

Vehicle/Owner Information:	Repair Facility:
Insured: BOCC Vehicle: 2002 Ford F-150 VIN #: 3FTZF172X1MA77752	None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $550.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Non-Collision Secondary Damage: Non-Collision Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: No

Condition Summary

Interior: Average

Paint: Fair

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 4.2

Mileage: 43865

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	Quotes
Avg Book Value:	$7,325.00
Avg Dealer Quotes:	$7,070.67
Avg Lines 1 & 2:	$7,197.83
Total Adjustments:	$0.00
Suggested ACV:	$7,197.83
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$7,197.83

Tire Information:
Size: 235-70R16
Type: Radial

Tread Depth:(In 32nd's)
LF:8 RF: 6
LR:7 RR: 6
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over dash and engine total loss	

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50261

Salvage Bids:

Company	Contact	Phone Number	Amount
APEX USE AUTOMOBILE PARTS	Glen	(850) 478-2279	$400.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$550.00
HENsons	Ralph	(850) 477-0044	$415.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
ALLEN TURNER AUTOMOTIVE	Car Trader	(866) 936-7449	$7,219.00
COASTAL Auto	Car Trader	(888) 468-0861	$7,998.00
CHris Carrol	Car Trader	(888) 311-1761	$5,995.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$5,600.00	$0.00
Mileage	$1,725.00	$0.00
Air Conditioning	$0.00	$0.00
AM/FM Stereo	$0.00	$0.00
Tape Player	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Totals	$7,325.00	$0.00

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Health Dept
56898

Condition Report

Date: 5/27/2014 Property Condition: Total Loss	**Loss Recap for Total Loss** Damage Appraisal..$0.00 Percent of ACV.....0.00 % Deductible.....$0.00 Total.....$0.00
Assignment Number **787-405-0214**	
Office: PDAPensacola, FL #787 P.O. Box 283 Molino, FL 32577 Phone: 850-587-3658 Fax: 850-587-3269 Insurance Company: VERICLAIM INC Adjuster: TOM RONGSTAD	Assignment Received: 5/14/2014 Date of Loss: 4/29/2014 Date of First Contact: 5/22/2014 Date of Inspection: 5/22/2014 Inspection Location: Health dept
Vehicle/Owner Information: Insured: BOCC Vehicle: 2008 Honda CIVIC VIN #: JHMFA362985004015	**Repair Facility:** None Specified

Loss Recap

Estimated Amount of Open Damages: $0.00 Estimated Salvage Value: $550.00 Repair Facility Estimate Amount: $0.00	Recommendation: Total Loss Primary Damage: Total Loss Secondary Damage: Total Loss Unrelated Damage: Damage Appraisal: $0.00	Claim #: TMP14-020880 Policy #:

Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: $0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: Unknown Drivable: No

Condition Summary

Interior: Average

Paint: Good

Paint Comments:

Special Equipment:

Approximate Cost of Special Equipment: $0.00

Engine: 1.3

Mileage: 40420

Request Number:
Instant Value: $0.00
Salvage Moved: No
Health dept
Stock Number:
Salvage Bids Obtained: Yes

ACV Method:	TLV
Avg Book Value:	$11,825.00
Avg Dealer Quotes:	$10,828.67
Avg Lines 1 & 2:	$11,326.83
Total Adjustments:	$0.00
Suggested ACV:	$11,326.83
(Tax Rate: 0.000 %) :	$0.00
Grand Total:	$11,326.83

Tire Information:
Size: 195-65R15
Type: Radial

Tread Depth:(In 32nd's)
LF:7 RF: 7
LR:6 RR: 6
Spare:0

Prior Damages:
Related:
- $0.00
Unrelated:
- $0.00
Estimate Released to

Remarks	Open Items
The vehicle was inspected at the owners work location. The owner was present at the time of inspection. Water over engine and dash obvious total loss.	

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56898

Salvage Bids:

Company	Contact	Phone Number	Amount
APEX USE AUTOMOBILE PARTS	glen	(850) 478-2279	$400.00
HENsons	Ralph	(850) 477-0044	$515.00
FAIRFIELD AUTO PARTS	Bill	(850) 457-3467	$550.00

Market Survey / Dealer Quotes:

Company	Contact	Phone Number	Amount
PRESTON HOOD CHEVROLET	cars.com	(888) 891-2107	$11,000.00
RBF Motors	cars.com	(877) 665-4807	$10,995.00
AUTO Nation	cars.com	(888) 710-2925	$10,491.00

Book Calculations:

Option Description	NADA Amount	Amount
Base Book	$10,450.00	$0.00
Mileage	$1,375.00	$0.00
Air Conditioning	$0.00	$0.00
Power Windows	$0.00	$0.00
Power Door Locks	$0.00	$0.00
Cruise Control	$0.00	$0.00
AM/FM Stereo	$0.00	$0.00
Tape Player	$0.00	$0.00
Driver Air Bag	$0.00	$0.00
Rear Defogger	$0.00	$0.00
Tilt Steering Wheel	$0.00	$0.00
Automatic Transmission	$0.00	$0.00
Totals	$11,825.00	$0.00

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Health Dept
60755

TOTAL LOSS EVALUATION WORKSHEET

		PDA Office: Pensacola Fl
Insurance Co. ☒ Finance Co. ☐	Claim Number: TMP14-020880	Assignment Number: 4050221
Owner: BOCC	Adjuster: Tom Rongstad	Date of Loss: 4-25-14

Dealer Quotes

Name	City	Contact Person	Phone	STK	Quote Amount
Barto Ford	cars.com		8664410844	☒	$22639.00
Woody Folsom Ford	cars.com		8884353842	☒	$23490.00
Sloan Ford	cars.com		8666215007	☒	$24968.00

Adjustments

Description	Amount
	$
	$
	$
	$
	$
Total:	$

Book Values

Vehicle Description	Inc	Book 1 Amount	Book 2 Amount	Book
Vehicle Base Value		$22000.00	$	Book 1:
Mileage Adjustment		$	$	Book 1 Date:
	☐	$	$	
	☐	$	$0.00	
	☐	$0.00	$0.00	Book 2:
	☐	$0.00	$0.00	Book 2 Date:
Book:		$22000.00	$0.00	

ACV Summary

Book Value: Average	$22000.00
Average Dealer Quotes	$23706.00
Average Book & Dealer	$
Total Adjustment	$0.00
Suggested ACV	$22853.00
Tax rate: 0.00	Amt: $ 0.00
Grand Total	$22853.00

Salvage Bids

Name of Salvage Company	City	Contact Person	Phone	Amount
Apex	Pensacola	Glen	850-4769078	$1200.00
Fairfield Auto Parts	Pensacola	Robert	8504573467	$1800.00
Hensons	Pensacola	Ralph	8504770044	$1015.00

Towing and Storage

Salvage Location: Health dept		Owner Interested in Retaining Salvage: ☐	
Charges to Date: $	Rate per Day: $		Towing Charge: $
Appraiser:	BUFORD LEE	Date: 5-26-2014	Office Phone: 850-587-3658

#60755

Date: 5/27/2014 11:45 AM
Estimate ID: 7874050221
Estimate Version: 0
Committed
Profile ID: PENSACOLA

Property Damage Appraisers

PENSACOLA FL. PO Box 283, Molino,, FL 32577
(850) 587-3658
Fax: (850) 462-9336

**********NOTICE**********
THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL COST OF REPAIRS ARE THESOLE RESPONSIBILITY OF THE VEHICLE OWNER, WHO ULTIMATELY MUSTAUTHORIZE ALL REPAIRS. NO SUPPLEMENTS WILL BE HONORED WITHOUT THEPRIOR INSPECTION BY PROPERTY DAMAGE APPRAISERS.
****
PROPERTY DAMAGE APPRAISERS SPECIFIES THAT ALL REPAIRS AND/OR PARTREPLACEMENTS LISTED HEREIN BE MADE IN STRICT ACCORDANCE WITHMANUFACTURER'S SPECIFICATIONS.
****
ASSIGNMENT DATE: 5-14-14 INSPECTION DATE: 5-22-14

Damage Assessed By: BUFORD LEE

Appraised For: TOM RONGSTAD
(850) 474-9428

Condition Code: Good
Date of Loss: 4/29/2014
Date Assigned: 5/14/2014
Deductible: 0.00
File Number: 7874050221
Claim Number: TMP14-020880

Type of Loss: Other

Insured: BOCC
Owner: BOCC
Address: 1295 W. FAIRFIELD DR HEALTH DEPARTMENT, PENSACOLA, FL
Telephone: Work Phone: (850) 554-3778

Mitchell Service: 911643

Description: 2014 Ford Transit Connect XLT
Body Style: VanPass 105" WB
VIN: NM0ASBF71E1142051
Mileage: 507
OEM/ALT: A
Color: Gold
Options: PASSENGER AIRBAG, POWER WINDOW, POWER STEERING, POWER BRAKE MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, FM RADIO, CD PLAYER AUTO AIR CONDITION

Vehicle Production Date: 12/13
Drive Train: 2.5L Inj 4 Cyl FWD
License: NONE FL
Search Code: 787

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY*	REMOVE/REPLACE	Water Over Dash & Engine Total Loss	New	0.00	0.0*

ESTIMATE RECALL NUMBER: 05/27/2014 11:45:10 7874050221
Mitchell Data Version:OEM: MAY_14_V

Date: 5/27/2014 11:45 AM
Estimate ID: 7874050221
Estimate Version: 0
Committed
Profile ID: * PENSACOLA

* - Judgment Item

Remarks
Flood Loss
water over engine & dash total loss
Unable to get photo of odimeter no power to dash mileage from dept
records

Failure to use the insurance proceeds in accordance with the security agreement, if any, could be a violation of $ 817.014, Florida Statutes. If you have any questions, contact your lending institution. "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." This paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Labor Summary	0.0				0.00

II. Part Replacement Summary	Amount
Total Replacement Parts Amount	0.00

III. Additional Costs	Amount
Total Additional Costs	0.00

IV. Adjustments	Amount
Insurance Deductible	0.00
Customer Responsibility	0.00

I.	Total Labor:	0.00
II.	Total Replacement Parts:	0.00
III.	Total Additional Costs:	0.00
	Gross Total:	0.00
IV.	Total Adjustments:	0.00
	Net Total:	0.00
		TOTAL LOSS

Point(s) of Impact
16 Non-Collision (P)

ESTIMATE RECALL NUMBER: 05/27/2014 11:45:18 7874050221
Mitchell Data Version:OEM: MAY_14_V
MAPP:MAY_14_V
Software Version: 7.1.164

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Date: 5/27/2014 11:45 AM
Estimate ID: 7874050221
Estimate Version: 0
Committed
Profile ID: * PENSACOLA

Insurance Co: VERICLAIM INC
Address: 7201 N 9TH AVE STE A8
PENSACOLA, FL 32504
Work Phone: (850) 474-9428

Inspection Site: Health dept
Inspection Date: 5/22/2014

THIS REPAIR ESTIMATE/APPRAISAL MAYBE PREPARED BASED UPON THE USE OF ONE OR MORE AFTERMARKET CRASH AND/OR OTHER PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHCILE. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OFFIT, QUALITY, AND PERFORMANCE TO THE REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER. WARRANTIES APPLICABLE TO THESE AFTERMARKET CRASH AND/OR OTHER PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN YOUR OWN MOTOR VEHICLE MANUFACTURER.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6341 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County
From: Janet Holley, Tax Collector
Organization: Tax Collector of Escambia County
CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be a total loss and/or of no use to the Tax Collector/County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.0 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Vehicle will be stored at Roads Dept. pending BCC approval, then salvaged. Item may have nominal value.

Attachments

RFD - White Van

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Janet Holley DATE: 5/30/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Janet Holley Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52274	Chrysler	License Plate #218319	Voyager	2003	Total loss due to flooding

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/30/14

FROM: Escambia County Department Director (Signature): Janet Holley

Director (Print Name): Janet Holley

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6243 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Office of the Clerk and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the two Request for Disposition of Property Forms for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Forms with the Agency and reason stated.

BACKGROUND:

The equipment being disposed of is either broken or obsolete and is to be recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Check signer
File Cabinets

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk & Comptroller/Accounting COST CENTER NO: 2001/1001/1311

Kara Cowen DATE: 5/21/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Phone No: 595-4826

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48898	Check Signer	12048	Martin Yale 912	2000	Broken

Disposal Comments: Signer is broken and unable to be fixed for a reasonable price.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

SELECTION CRITERIA: assets.tagno='48898'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
48898	MARTIN YALE CHECK SIGNER 912		FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR MARTIN YALE	CLS M	VENDOR CONSUMER PRODUCTS		DEP N POST DP N	DEP METH
	MODEL 912	CAT 110	PO 2001008	UNITS 1	SALVAGE VALU	.00
	S/N 12048	LOC ACCT	CHECK 10886	UN CST 2758.48	ACCUM DEP	2758.48
	INVENTORY DATE	FUND TYPE G	ACQUIRE 10/19/00	COST 2758.48	REM BOOK BASIS	.00
	CONDITION GOOD STATUS	DPT JUD FIN	INS CO		DEP BASIS	2758.48
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06
	MAINT-GULF BUS MACH				SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT

REPORT TOTAL 1 RECORDS SELECTED

COST	2,758.48
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	2,758.48
SALE AMOUNT	.00

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk & Comptroller/Accounting COST CENTER NO: 2510

Kara Cowen DATE: 5/21/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Phone No: 595-4826

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46402	File Cabinet	n/a	Inscape	1998	Obsolete
Y	49734	File Cabinet	n/a	Inscape	2001	Obsolete

Disposal Comments: Cabinets are obsolete and no longer needed. Surplus has inspected the cabinets and they are not able to offer for resale at this time.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

SELECTION CRITERIA: assets.tagno='46402'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
46402	FILE CABINET 6 DRAWER LATERAL		FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR	CLS M	VENDOR GULF COAST	OFFICE PRODUCTS	DEP N POST DP N	DEP METH
	MODEL 1998	CAT 104	PO 980155	UNITS 1	SALVAGE VALU	.00
	S/N	LOC COCIVIL	CHECK	UN CST 1063.63	ACCUM DEP	1063.63
	INVENTORY DATE	FUND TYPE G	ACQUIRE 04/23/98	COST 1063.63	REM BOOK BASIS	.00
	CONDITION GOOD STATUS	DPT CO CIVIL	INS CO CLK OF CRT/#5020	CTY CIVI	DEP BASIS	1063.63
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/06
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,063.63
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,063.63
SALE AMOUNT	.00

SUNGAURD PENTAMATION
DATE: 05/21/2014
TIME: 10:22:42

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno='49734'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
49734	FILE CABINET 6 DRAWER		FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR INSCAPE	CLS M	VENDOR GULF COAST	OFFICE PRODUCTS	DEP N POST DP N	DEP METH
	MODEL 36-73-5-12LU-FS-RF-12FFD	CAT 104	PO 2001312	UNITS 1	SALVAGE VALU	.00
	S/N	LOC COCIVIL	CHECK	UN CST 1089.00	ACCUM DEP	1089.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 06/08/01	COST 1089.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS	DPT CO CIVIL	INS CO FAMILY LAW		DEP BASIS	1089.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,089.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,089.00
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6270 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Disposition of Property Request for Supervisor of Elections
From: David Stafford
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for equipment to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form.

BACKGROUND:

Escambia County established policy 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 BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

disposition of property-soe

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections COST CENTER NO: 550101

David H. Stafford DATE: 05/30/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3900

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58267	DS-80 Folder Inserter Machine	09DZ5210	DS80	2009	working

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date:

FROM: Escambia County Department Director (Signature):

Director (Print Name):

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 06/26/2014

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6311 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms for the Public Safety Department indicating numerous items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

BACKGROUND:

The extrication equipment listed on two of the attached Request for Disposition of Property Forms will be traded in for new replacement equipment. The Ford Explorer listed on the third form is to be turned over to the insurance carrier. This vehicle was submerged in Eleven Mile Creek in the April flooding and has been determined to be a total loss by our insurance carrier.

BUDGETARY IMPACT:

The trade in value of the extrication equipment is $4,240. The ACV given for the Explorer is $7,694.25.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section 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

Property Disposition Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

John Sims DATE: 6/9/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	052879	Pump Twin 6.5 HP 10,000psi	T65940	BT 6.5	2004	usable
N	052884	Spreader 28" 10,000psi	S281733	S1---28	2004	usable
N	052887	Ram 30" 10,000psi	R301466	R-30	2004	usable
N	052888	Ram 40" 10,000psi	R401687	R-40	2004	Usable
N	052881	Pump Bantam 3.9HP 10,000psi	T30328	BT-3.0	2004	Usable
N	052883	Cutter/Spreader Combi(Viper)	CC30319	CC-30	2004	Usable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: _____

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

John Sims DATE: 6/9/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	052882	Cobra 10,000psi cutter	C251185	C-25	2004	usable
N	052890	Ram 50" Telescoping	TR1143	TLS 50	2004	usable
N	058697	Honda Twin Power Unit	T651092	BT6.5	2010	usable
N	058701	28in super lt. weight spreader	SL321325	SL28	2010	Usable
N	058704	7-3/8 C Cutter	SLC281500	SLC-28	2010	Usable
N	058705	40in Ram	R402729	R-40	2010	Usable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: _____

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

John Sims DATE: 6/10/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	053939	2005 Ford Explorer SUV	1FMZU72K45UB47453	Explorer	2005	Poor

Disposal Comments: This vehicle was washed into Eleven Mile Creek during the April flooding. Insurance has totaled the vehicle for the ACV of $7,694.25

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6280 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Disposition of Property for Public Safety Department
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for one item of equipment, which is described and listed on the Disposition Form, with reason for disposition stated. The item is to be declared surplus and sold for the highest salvage bid.

BACKGROUND:

As a result of the flood event on April 29, 2014, one of Escambia County's ambulances, Unit #07 (PN 60151), was damaged beyond repair. The actual cash value of the unit ($185,000) was reimbursed from the Internal Service Fund. As this was a FEMA declared emergency (DR-4177), the deductible was waived, per Risk Management Policy. After being declared surplus by the Board, the unit will be sold at the highest salvage bid. Risk Management will coordinate salvage of the unit.

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:

Upon approval by the Board and document execution, the Risk Management Office will coordinate salvage of the ambulance. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Disposition Asset 60151 Unit 7

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 6/2/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Trisha K Pohlmann Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	60151	Ambulance Unit 7	1HTMYSKLXDH309434	Navistar 603-1	2013	Totalled

Disposal Comments: This ambulance was damaged by flooding on April 29, 2014, a FEMA declared emergency (DR 4177). Cash value was received from the self insurance fund and unit will be sold for the highest salvage bid.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 6/3/2014

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/26/2014

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6294 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors
From: Marilyn Wesley
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa) Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointments of Jennifer Allen McFarren, Director of Workforce Development for the Greater Pensacola Chamber, and Willard N. "Bill" Dagnall, AVP of Business Development for Navy Federal Credit Union, to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors, as private sector representatives, for a three-year term, with each term of appointment to be effective June 26, 2014, through June 25, 2017.

BACKGROUND:

The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

On May 22, 2013, the Workforce Florida Board of Directors approved a new, statewide unified brand for Florida's Workforce System. Developed through statewide collaboration and market research, the new brand will be implemented throughout Florida during the 2013-2014 Fiscal Year. Thusly, Workforce Florida and Workforce Escarosa are now CareerSource Florida and CareerSource Escarosa, respectively. More information on the branding initiative can be found on the MyFlorida.com website.

Jennifer McFarren and Bill Dagnall replace former private sector representatives Kelly Reeser and Becky Decesare, respectively.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, these appointments shall become effective for the expressed dates. The Department of Community Affairs has coordinated with CareerSource Escarosa on these appointments.

Attachments

Jennifer McFarren Appointment Info

Bill Dagnall Appointment Info

CareerSource ESCAROSA

Scott Ginnetti
Interim Board Chair

Susan Nelms
Executive Director

May 4, 2014

Marilyn Wesley
Escambia County Board
Of Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn,

The federal Workforce Investment Act (WIA) requires a representative from Economic Development sit on Regional Workforce Boards.

Kelly Reeser has represented the Greater Pensacola Chamber on the Workforce Escarosa Board of Directors, serving as Director of Entrepreneurial Development. Due to a change in duties, she no longer has the responsibilities and duties associated with Board matters. Jennifer McFarren has been assigned to handle matters associated with the Board.

I request your assistance with having Escambia County Board of Commissioners review and accept Ms. McFarren's appointment to the CareerSource Escarosa Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this matter.

Sincerely,

Susan Nelms
Executive Director

SN/js

Attachment

www.careersourceescarosa.com
9111 A Sturdevant Street
Pensacola, FL 32514
p: 850.473.0939 | f: 850.473.0935

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): __x___ **Small Business (less than 500 employees)**

_____ **Minority Owned**

Name:___Jennifer McFarren ____ Title: Director, Workforce Development_____
Business Name:___Greater Pensacola Chamber____
Address: ____117 W. Garden St._____ Phone No.:__850 438 4081 x238__
_Pensacola, FL 32502_____ FAX No.:_____N/A_____
E-Mail Address:__jmcfarren@pensacolachamber.com
Cell Phone No.:_850 292 9601___

Home Address:___3261 Woodwind Pl._____
____Pensacola, FL 32504____

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
____ Male	____ Black	__x__White	____ Yes	_x__ < 55	____Yes
	____ Asian	____Ameri. Indian			
__x__ Female	____ Hispanic	____ Other	__x__ No	___ 55 OR >	___x_ No

Community Organization Memberships
United Ministries, Big Sister – Big Brothers Big Sisters, Pensacola Young Professionals, United Way of Escambia County

Board Memberships
Vice President, United Ministries

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
I have worked with the staff of CareerSource Escarosa as strategic partners in a variety of existing industry and attraction economic development projects. The many programs and services that CareerSource Escarosa provides to both job seekers and businesses are incredibly valuable and I hope to support the expansion of such services in our community.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No_x_

Please return this form along with your resume' to:

Jennifer McFarren
Greater Pensacola Chamber
P.O. Box 550
Pensacola, FL 32593-0050

Phone No.: 438-4081 x238
FAX No.: 438-6369

Jennifer Allen McFarren
3261 Woodwind Pl. | Pensacola, Fla. 32504
Cell Phone 850.292.9601 | Email:JenniferMcFarren@gmail.com

PROFESSIONAL EXPERIENCE

Greater Pensacola Chamber, Pensacola, Fla.

Director, Workforce Development, January 2013 – Present

- Serve as a conduit between primary business/industry and the K-20 education pipeline; communicating primary industry trends, influencing and aligning curriculum and connecting resources; partnered to develop 2 new secondary academies and 4 post-secondary certificates and degrees.
- Provide guidance and technical support on all state and federal workforce grants to business partners; securing over $2.5 million in training dollars for 8 local companies.
- Consult with existing businesses and serve as strategic partner in developing talent acquisition strategies; connecting community resources.
- Partner with regional workforce board, CareerSource Escarosa, to support industry growth through employer services such as job fairs, applicant screening/testing and tax credits.
- Serve as key point of contact for all workforce development components of economic development projects and requests for proposal; successfully worked 4 announced economic development projects totaling 2,106 committed jobs and over $215 million in capital investment.
- Create and manage timely workforce data and analytics to market the greater Pensacola region.
- Partner on regional workforce development efforts and projects such as the Northwest Florida Skilled Technician Task Force, Innovation Coast and SkillsUSA.

Programs & Events Manager, December 2010 – December 2012

- Responsible for services to include design and strategic implementation, brand and logistics of all Chamber events, programs and services; approx. 70 per year
- Managed the Leadership Pensacola Program consisting of:
  - 54 class members and 50 person curriculum committee
  - $55,000 budget
  - Class sessions, projects, retreats and legislative trip
- Restructured, implemented and managed new benefit tiers for over 1,200 members.
- Managed the PACE Awards and Annual Meeting, increasing revenue by 20%.
- Cultivated and maintained working relationships with members, volunteers, elected officials and community leaders.
- Coordinated Vision 2015 economic development investor programs and events.
- Responsible for event budgets over $30,000

Interim Vice President, Membership, May 2011 – August 2011

- Orchestrated ongoing membership/community market analysis to determine Chamber's products and services.
- Developed systems to support membership retention and growth.
- Created, changed and managed division s products and service based on data received from continuous analysis.
- Trained and mentored membership team to include programs, events, sales and retention.

EDUCATION

University of West Florida, Pensacola, Fla.

Bachelor of Arts, Public Relations and Marketing

COMMUNITY INVOLVEMENT & LEADERSHIP

United Ministries, Vice-President – Board of Directors
Big Brothers, Big Sisters, Big sister
Pensacola Young Professionals, Economic Development Committee
United Way of Escambia County, Emerging Leader Society & Funds Distribution Committee
Trinity Presbyterian Church

May 27, 2014

Marilyn Wesley
Director of Community Affairs
Escambia County
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Ms. Jennifer McFarren, Director of Workforce Development for the Greater Pensacola Chamber. In this role, Jennifer serves as a conduit between our primary industry and business partners and our training institutions. She is actively working on identifying in-demand occupations in our community and how we meet the needs of our business and industry partners. She is also the point of contact for all workforce related incentives or programs with our existing industry or expansion projects. As such, she is ideally suited for the board position.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Ms. Jennifer McFarren
Director of Workforce Development
Greater Pensacola Chamber
117 W. Garden St.
Pensacola, FL 32502

He can be contacted via phone at (850) 292-9601 or jmcfarren@pensacolachamber.com

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

Scott Luth
Senior VP, Economic Development

May 27, 2014

Marilyn Wesley
Director of Community Affairs
Escambia County
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Mr. Bill Dagnall, AVP of Business Development for Navy Federal Credit Union. As one of our area's largest private employers, Navy Federal Credit Union will provide strong insight on hiring trends and demand. Bill is involved in other efforts in the business community and is ideally suited for the board position.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Mr. Bill Dagnall
AVP, Business Development
Navy Federal Credit Union
5550 Heritage Oaks Dr.
Pensacola, FL 32526

He can be contacted via phone at (850) 912-5176 or bill_dagnall@navyfederal.org

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

Scott Luth
Senior VP, Economic Development

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): _____ **Small Business (less than 500 employees)**

_____ **Minority Owned**

Name: Bill Dagnall
Business Name: Navy Federal Credit Union
Address: 5550 Heritage Oaks Drive
Pensacola, FL 32526

Title: AVP, Business Development
Phone No.: 850-912-5176
FAX No.: 850-912-0155
E-Mail Address: bill_dagnall@navyfederal.org
Cell Phone No.: 850-281-6922

Home Address: 805 Witt Lane
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
__X_ Male	____ Black	__X_ White	____ Yes	___ < 55	____Yes
	____ Asian	____ Ameri. Indian			
____ Female	____ Hispanic	____ Other	__X_ No	_X_ 55 OR >	__X_ No

Community Organization Memberships
Greater Pensacola Chamber of Commerce; Santa Rosa County Chamber of Commerce; US Navy League (Pensacola Council)

Board Memberships
I currently serve as a Board Member on the Military Affairs Committee (Greater Pensacola Chamber of Commerce)

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
As one of the major employers in Escambia County, Navy Federal continues to recruit new talent in the Northwest Florida region, hiring more than 700 employees in 2013. Having Navy Federal represented on the Workforce Escarosa Inc. Board would be beneficial as the credit union continues its growth and expansion in the coming years.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No___X___

Please return this form along with your resume' to:

Jennifer McFarren
Greater Pensacola Chamber
P.O. Box 550
Pensacola, FL 32593-0050

Phone No.: 438-4081 X238
FAX No.: 438-6369
Email: jmcfarren@pensacolachamber.com

WILLARD N. DAGNALL

805 Witt Lane • Cantonment, FL 32533 • bill_dagnall@navyfederal.org • 850-281-6922

Proficient on UAD, BakerHill Client Advisor, B2B Loan Origination, Microsoft Office, Lotes Notes and PowerPoint

- Goal-oriented and motivational team leader
- 25 years leadership experience
- 19 years extensive credit union knowledge
- Nine years commercial lending expertise
- Exceptional interpersonal communication skills
- Strong negotiator and sales producer
- Creative problem solver
- Budgetary analysis background

NAVY FEDERAL EXPERIENCE

AVP, BUSINESS DEVELOPMENT – GREATER PENSACOLA OPERATIONS

(March 2014 - Present)

- Responsible for planning, organizing and directing Navy Federal's business development activities and strategies that promote brand identity and growth for the organization in Northwest, Florida
- Board Member, Greater Pensacola Chamber of Commerce Military Affairs Committee

SUPERVISOR, BUSINESS SERVICES – SOUTHEAST REGION

(January 2008 – March 2014)

- Develop and lead a team of business services professionals both directly and remotely throughout the Southeast Region (Atlanta-GA, Jacksonville-FL, Pensacola-FL)
- Responsible for attaining AFP goals while establishing a mission and vision for the Southeast Region ensuring that both are in alignment with the department level
- Establish and cultivate relationships within the local community to include U.S. Military Commands (currently serving as a board member for the Greater Pensacola Military Affairs Committee), Chamber of Commerce (Gulf Breeze, Pensacola, Santa Rosa County Florida), Pensacola Small Business Development Center, Admiral Club Member with the United States Navy League (Pensacola Council)
- Strategically organized and implemented the Pensacola Business Services program roll-out on Jan. 22, 2008, increasing new business membership accounts by more than 300% in the first 18 months
- Closed more than 200 business loan/credit card deals for more than $64 million (since 2008), including the largest participation loan ever issued in the credit union's history ($17 million in November of 2012) and the largest loan ever issued "in-house" ($10.5 million in November of 2013)
- Appointed by Debbie Calder (SVP, Greater Pensacola Operations) in 2009 to serve on the Greater Pensacola Executive Leadership Team (GPELT)

BUSINESS ACCOUNT OFFICER – JACKSONVILLE, FL & VIRGINIA BEACH, VA

(February 2005 - December 2007)

- Initiate contact and cultivate relationships with new business members continuing to build the client base throughout the Hampton Roads Virginia region
- First employee selected by Navy Federal to establish requirements for this position in the North Florida and South Georgia region
- Managed all of the business development and marketing responsibilities to effectively promote the program's products and services
- Submitted 213 business loans/credit cards for $8.15 million in 2006-2007 (tops among Business Account Officers)
- Closed on 128 business loans/credit cards for $4.45 million in 2006-2007 (tops among Business Account Officers)
- Generated more than 400 new business accounts in the first year (2005) of the program in Jacksonville, FL and closed more than $300,000 in new business loans

REGIONAL MARKETING MANAGER - JACKSONVILLE, FL
(December 1997 - February 2005)

- Selected to be the first employee to establish this position for the credit union in Jacksonville, Florida
- Fostered the growth of this position by analyzing marketing trends and establishing corporate relationships to represent a strong Navy Federal brand to the communities served
- Handled marketing responsibilities and annual promotional budget for eight branches in Florida and two branches in Georgia
- Responsible for all "brand" placement and awareness throughout the region (media, radio, outdoor advertising)
- Organized Navy Federal sponsorships at community events within the region to include Jacksonville Military Appreciation Day, Veterans Day Parade, Sailor of the Quarter Awards, Volunteer Jacksonville, Relay for Life
- Directed ten large Navy Federal Auto Tent Sales in Jacksonville and Pensacola Florida respectively, which generated a grand total of 1,513 loans disbursed for $23.8 million
- Supervised and chaired the 2003, 2004, 2005 Florida Credit Union League (Northeast Chapter) Charity Golf Classic which raised more than $90,000 total
- Selected for a special 3-month detail at Navy Federal Financial Group headquarters in Vienna, Virginia to work as the Supervisor for Investment Services (February - May, 2004)

BRANCH MANAGER - SINGAPORE
(May 1995 - December 1997)

- Responsible for all branch operations and inventory of all negotiable items
- Developed branch team members through mentoring and leadership so they can one day assume positions of greater responsibility
- Evaluated branch team member performances for annual appraisals and salary increases
- Organized new membership sign-up and budgetary counseling seminars during U.S. Navy fleet visits
- Increased branch member transactions and new members by over 60% during my two-year management tenure

AWARDS / CERTIFICATIONS

- Greater Pensacola Chamber Leadership Pensacola "LeaP" Graduate (Class of 2014)
- Two Navy Federal Credit Union President's Award For Service Excellence (2009 & 2002)
- Ten Navy Federal Credit Union Sustained Superior Performance Awards (1997-2003, 2010-2012)
- Three Navy Federal Credit Union Superior Achievement Awards (2001, two in 2011)
- Darden Business School Executive Training Sessions (2012-2013)
- Navy Federal Management Toolbox Certification (2011)
- RMA Lending Academy I – NASBA Credit Hours 30 (2007)
- Navy Federal Professional Development Program I Certification (2006)
- CUNA Management Enrichment Training Program Certification (2006)

EDUCATION

BA in Speech Communications (Public Relations/ Marketing Minor) **-** Valdosta State University - Valdosta, GA (1993)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6241 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Contract Assignment, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Agreement for Professional Services, PD 02-03.079 - Amy Lovoy, Management and Budget Services, Department Director

That the Board approve and authorize the Chairman to execute the Assignment of Agreement for Professional Services (PD 02-03.79), providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Beck Disaster Recovery, Inc., assigning all of its rights, duties and obligations to Leidos, Inc.

BACKGROUND:

On December 10, 2009 the County approved a Contract between Beck Disaster Recovery, Inc. Effective December 2010 Beck Disaster Services, Inc. merged with SAIC (Science Applications International Corporation). October 2013 SAIC (Science Applications International Corporation) changed their name to Leidos, Inc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract Assignment prepared and approved by Assistant County Attorney, Kristin Hual.

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.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment of Agreement

ASSIGNMENT OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND BECK DISASTER RECOVERY, INC. TO LEIDOS, INC.

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this _____ day of _____ 2014, by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and Beck Disaster Recovery, Inc., formerly a for-profit corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Assignor-Beck"), and Leidos, Inc., a for-profit corporation authorized to do business in the State of Florida, whose principal address is 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as "Assignee-Leidos").

WITNESSETH:

WHEREAS, on or about December 10, 2009 the County entered into an agreement for professional services with Assignor-Beck (PD 02-03.79); and

WHEREAS, Assignor-Beck subsequently discontinued operations in Florida with all such operations being assumed by Assignee; and

WHEREAS, Assignor-Beck now desires to assign all of its rights, duties and obligations under the Contract to Assignee for such assignment; and

WHEREAS, Assignee-Leidos now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor-Beck, and Assignee-Leidos hereby agree as follows:

1. The Contract is hereby assigned to Assignee-Leidos, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor-Beck under the Contract shall become the right, duties and obligations of Assignee-Leidos immediately upon this Assignment becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Contract by Assignee-Leidos, and to the release of Assignor-Beck from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement",

"hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/15/14

_____
Deputy Clerk

(Seal)

ASSIGNOR: BECK DISASTER RECOVERY, INC.

ATTEST: Corporate Secretary

_____

By:_____

[CORPORATE SEAL]

Date: _____

ASSIGNEE: LEIDOS, INC.

ATTEST: Corporate Secretary

_____

By:_____

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6273 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Request to Schedule a Public Hearing - Oak Grove Land Clearing Debris Disposal Pit
From: Pat Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Oak Grove Land Clearing Debris Disposal Pit Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for July 10, 2014, at 5:31 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

BACKGROUND:

The Oak Grove Land Clearing Debris Disposal Pit is needed for services to the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County by Road Department staff. This facility is owned and operated by Escambia County for the purposes of County road/drainage maintenance activities.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

This facility does possess a Florida Department of Environmental Protection Permit. A copy of the most recent Inspection is attached for reference. At this time there are no environmental concerns associated with this facility.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review the permit for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Public Hearing will be scheduled.

Attachments

Oak Grove Inspection Report

Oak Grove Permit Form

Oak Grove Permit Application

Florida Department of Environmental Protection

160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5740

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

November 1, 2013

Mr. Pat Johnson
Division Manager
Escambia County Department
of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533
ptjohnso@co.escambia.fl.us

Re: Oak Grove Land Clearing Debris Pit
WACS ID No.: 87280
Escambia County

Dear Mr. Johnson:

Department personnel conducted a solid waste compliance inspection of the above-referenced facility on October 24, 2013. Based on the information provided during the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. If you have any questions, please contact Chad Nowling at (850) 595-0627 or by e-mail at Chad.Nowling@dep.state.fl.us.

Sincerely,

Jim Byer
Northwest District Waste Compliance

JCB/cn/c

Enclosure: Inspection Report

Florida Department of

Environmental Protection

Inspection Checklist

FACILITY INFORMATION:

Facility Name: OAK GROVE LAND CLEARING DEBRIS PIT

On-Site Inspection Start Date: 10/24/2013

On-Site Inspection End Date: 10/24/2013

WACS No.: 87280

Facility Street Address: 745 HIGHWAY 99 N

City: WALNUT HILL

County Name: ESCAMBIA

Zip: 32568

INSPECTION PARTICIPANTS:

(Include ALL Landfill and Department Personnel with Corresponding Titles)

Principal Inspector: Chad Nowling, Inspector

Other Participants: Doyle Butler, Engineering Project Coordinator

INSPECTION TYPE:

Routine Operation Inspection for Other - Yard Trash Disposal Facility

ATTACHMENTS TO THE INSPECTION CHECK LIST:

This Cover Page to the Inspection Checklist may include any or all of the following attachments as appropriate.

SECTION 1.0 - FILE REVIEW

SECTION 7.0 - YARD TRASH DISPOSAL FACILITIES

SECTION 1.0 - FILE REVIEW

Requirements:

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	FILE REVIEW (Pre- or Post-Inspection, as appropriate.) Completed	Ok	Not Ok	Unk	N/A
1.1	For landfills and C&D disposal facilities, does the facility have a current plan for the method and sequence of filling wastes? 62-701.500(2)(f) for landfills; 62-701.730(7)(a) for C&D debris sites				✓
1.2	For landfills, are the following records being reported to the Department?(Check any that are Not OK) ☐ Waste reports (annually) 62-701.500(4) ☐ Annual estimate of remaining life 62-701.500(13)(c)				✓
1.3	Is gas monitoring being performed as required by the permit? 62-701.500(9), 62-701.530(2)				✓
1.4	Are the results of the gas sampling reported to the Department quarterly? 62-701.530(2)(c)				✓
1.5	Is water quality sampling and testing performed according to standard procedures and at the required frequencies? 62-701.510(2) for landfills; 62-701.730(4)(b) and (10) for C&D debris sites; 62-713.400(3) for stationary soil treatment facilities.				✓
1.6	Do the results of the water quality testing suggest there may be adverse impacts to water quality from the operation of the solid waste facility? 62-701.510(3) and (4); 62-701.730(4)(c) and (10) for C&D debris sites; 62-713.400(3) for stationary soil treatment facilities.				✓
1.7	For closed landfills and C&D disposal facilities with final elevations higher than 20 feet above grade, has a final survey report verifying the final elevations and contours of the facility been submitted to the Department? 62-701.600(6)(b), 62-701.730(9)(d)				✓
1.8	Is financial assurance adequate? 62-701.630 for landfills; 62-701.710(7)(a) and (10)(a) for waste processing facilities; 62-701.730(11)(a) for C&D debris facilities; 62-713.600(6)(a) for stationary soil treatment facilities; 62-711.500(3) for waste tire facilities. NOTE: The Solid Waste Financial Coordinator in Tallahassee can assist with this information.				✓
1.9	Are cost estimates current and adjusted every year? 62-701.630(4) for landfills; 62-701.710(7)(b) and (10)(a) for waste processing facilities; 62-701.730(11)(b) and (c) for C&D debris facilities; 62-713.600(6)(b) and (c) for stationary soil treatment facilities; 62-711.500(3) for waste tire facilities.				✓
1.10	For C&D debris disposal and disposal with recycling facilities, is an Annual Report submitted to the Department for the disposal operation by April 1st of each year? 62-701.730(12)				✓
1.11	For C&D recycling facilities with no disposal, is an Annual Report for the recycling facility submitted to the Department by April 1st of each year? 62-701.710(9)(b)				✓
1.12	For compost facilities, has the compost product been sampled and analyzed every 20,000 tons or every 3 months (whichever is sooner)? 62-709.530(1)				✓
1.13	For compost facilities, has the annual report been submitted by June 1st? 62-709.530(3)				✓

SECTION 7.0 - YARD TRASH DISPOSAL FACILITIES

Requirements:

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	SOLID WASTE PROHIBITIONS (unless "grandfathered" in, see 62-701.300(18)) Completed	Ok	Not Ok	Unk	N/A
7.1.1	Unauthorized storage, processing, or disposal of solid waste except as authorized at a permitted solid waste management facility or other exempt facility? 62-701.300(1)(a)	✓			
7.1.2	Unauthorized disposal or storage prohibited, except yard trash, within 500 feet of a potable water well? 62-701.300(2)(b)	✓			
7.2	Unauthorized storage or disposal of yard trash prohibited within the minimum setbacks of (Check any that are Not OK) 62-701.300(12) ☐ 100 feet from potable water wells (except on-site)? ☐ 50 feet from water bodies?	✓			
7.3	Unauthorized disposal or storage prohibited in any natural or artificial body of water including ground water and wetlands? (Does not apply to standing water after a storm event.) 62-701.300(2)(d)	✓			
7.4	Unauthorized disposal or storage prohibited, except yard trash, within 200 feet of any natural or artificial body of water, including wetlands without permanent leachate controls, except impoundments or conveyances which are part of an on-site, permitted stormwater management system or on-site water bodies with no off-site discharge? 62-701.300(2)(e)	✓			
7.5	Unauthorized open burning of solid waste prohibited except in accordance with Department requirements? 62-701.300(3)	✓			
7.6	Are the following unauthorized wastes or special wastes properly managed? (Check any that are Not OK) ☐ CCA treated wood 62-701.300(14)	✓			

Item No.	YARD TRASH DISPOSAL FACILITY OPERATION AND MAINTENANCE Completed	Ok	Not Ok	Unk	N/A
7.7	Is the facility only disposing of yard trash? 62-701.803(1)	✓			
7.8	Are prohibited wastes properly managed? 62-701.803(3) and (6)	✓			
7.9	Are wastes compacted and sloped as necessary for later closure? 62-701.803(4)	✓			
7.10	Is access to the facility properly controlled? 62-701.803(5)	✓			
7.11	Is at least one spotter on duty at the working face when wastes are being accepted? 62-701.803(6)	✓			
7.12	Are areas of the facility requiring final cover properly closed? 62-701.803(8)				✓
7.13	If an air curtain incinerator is used at the facility, is it properly operated? 62-701.803(10)				✓

COMMENTS:

10/24/2013

An inspection was performed at the Oak Grove Land Clearing Debris Pit on October 24, 2013. Mr. Doyle Butler provided an overview of the operations. A lockable gate is maintained at the entrance to the site. A TV was noted in the disposal area and was removed immediately. The facility appeared to be in compliance with the Department's Solid Waste Management rules.

Inspection Date: 10/24/2013

Photo attachments:
Photo 1 - Staging area
Photo 2 - Waste slopes & disposal area

ATTACHMENTS:

Oak Grove LCD Pit - Photo 1

Oak Grove LCD Pit - Photo 2

Inspection Date: 10/24/2013

Signed:

Chad Nowling	Inspector
PRINCIPAL INSPECTOR NAME	**PRINCIPAL INSPECTOR TITLE**
	FDEP
PRINCIPAL INSPECTOR SIGNATURE	**ORGANIZATION**

10/30/2013

DATE

Doyle Butler	Engineering Project Coordinator
REPRESENTATIVE NAME	**REPRESENTATIVE TITLE**
NO SIGNATURE	Escambia County
REPRESENTATIVE SIGNATURE	**ORGANIZATION**

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Not Ok" or areas of concern.

Solid Waste Management Department
13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	**Escambia County BOCC**
Facility Name:	**Oak Grove Land Clearing Debris Disposal Pit**
Facility Type:	**In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004**
File Number:	**1996-1-001LDD**
Original Date of Issue:	**December 23, 1996**
Renewal Date:	**July 10, 2014**
Expiration Date:	**July 9, 2015**
Development Review #:	**N/A**
Date:	**----------**
Total Acreage of Facility:	**26 Acres**
Total Area Licensed for Disposal:	**20 Acres**

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located on a 26-acre site on 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

   a. A description of and cause of noncompliance, and
   b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler
Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. **Facility Setback.**
   Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

2. **Aerial and Vertical Height.**
   Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

3. **Fencing and Access Control.**
   Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

4. **Cover Material and Application**
   Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

5. **Operational Hours**
   Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).

6. **Volume Reduction**
   Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

7. **Dust Suppression.**
   Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

8. **Nuisance**
   No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars ($1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all liter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

13. Required Reports

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

14. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 1996-1-001LDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date: July 10, 2014 Permit Expiration Date: July 9, 2015

Issuing Officer: Patrick T. Johnson
Department Director, Solid Waste Management

_____ Date:_____
Signature

ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A CONSTRUCTION AND DEMOLITION DEBRIS OR LAND CLEARING DISPOSAL MANAGEMENT FACILITY

April 13, 2006

Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

   [ ] Regional
   [ ] Rural
   [ ] Infill
   [ ] Transfer
   [✓] Land Clearing Debris (LCD)

2. Type of application:

   [ ] Construction
   [✓] Operation
   [ ] Construction/Operation
   [ ] Closure

3. Classification of application:

   [ ] New
   [✓] Renewal
   [ ] Substantial Modification
   [ ] Intermediate Modification
   [ ] Minor Modification

4. Facility name: Oak Grove Land Clearing Debris Disposal Pit

5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99 North

   Oak Grove area of Escambia County (Walnut Hill)

7. Location coordinates:

   Section: 4 Township: 4N Range: 32W

   Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Department of Solid Waste Management

   Mailing address: 13009 Beulah Road Cantonment Escambia 32533
   Street or P.O. Box City County Zip

   Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

9. Authorized agent/consultant: Doyle Butler

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

10. Landowner (if different than applicant): Escambia County BOCC

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P. O. Box City County Zip

Contact person: Patrick T. Johnson Telephone: (850) 937-2160

Email: ptjohnson@co.escambia.fl.us

11. Date site will be ready to be inspected for completion: 06/13/2014

12. Expected life of the facility: 7 years years

13. Estimated costs:

Total Construction: $ Completed Closing Costs: $

14. Anticipated construction starting and completion dates:

From: Completed To:

15. Expected volume or weight of waste to be received: 58 yds^3/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

   The Oak Grove Landclearing Debris Pit is a 26 acre site with 20 acres used as a repository for landclearing debris. The site is a former borrow pit with an uneven bottom surface, which accepts landclearing debris generated by residents of the North end of Escambia County.

2. Facility site supervisor: Patrick T. Johnson

   Title: Director Telephone: (850) 937-2160

   Email: ptjohnson@co.escambia.fl.us

3. Disposal area: Total 20 acres; Used 10 acres; Available 10 acres

4. Security to prevent unauthorized use: [✓] Yes [ ] No

5. Charge for waste received: 8.14 $/yds^3 _____ $/ton

6. Surrounding land use, zoning:

   [ ] Residential [ ] Industrial
   [✓] Agricultural [ ] None
   [ ] Commercial [ ] Other Describe: _____

7. Types of waste received:

   [ ] C & D debris [✓] Land Clearing Debris

8. Attendant: [✓] Yes [ ] No Trained operator: [ ] Yes [ ] No

9. Spotters: [✓] Yes [ ] No Number of spotters used: 2

10. Site located in: [ ] Floodplain [ ] Wetlands [✓] Other _____

11. Property recorded as a Disposal Site in County Land Records: [✓] Yes [ ] No

12. Days of operation: Mon thru Fri & Sat.

13. Hours of operation: 8:00am - 4:30pm

14. Days Working Face covered: ——

15. Elevation of water table: 182 Ft. (NGVD 1929)

16. Storm Water:

Collected: [✓] Yes [ ] No

Type of treatment: Retention via pit depressions

Name and Class of receiving water: Little Pine Barren Creek > 800' away

17. Required submittals for issuance of permit.
   a. Boundary survey signed and seal by a registered Florida surveyor.
   b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
   c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

[ ] No [ ] Yes

Date: ----------

Project Number: _____

19. Development Order issued.

[ ] No [ ] Yes

Date: _____

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:
The undersigned applicant or authorized representative of Escambia County BOCC is aware that statements made in this form and attached information are an application for a Land Clearing Debris Pit Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Doyle Butler	13009 Beulah Road
Signature of Applicant or Agent	Mailing Address
Doyle Butler, Engineering Project Coordinator	Cantonment FL 32533
Name and Title (please type)	City, State, Zip Code
dobutler@co.escambia.fl.us	(850) 937-2148
E-mail address (if available)	Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Brent Schneider	13009 Beulah Road
Signature	Mailing Address
Brent Schneider,P.E./ Eng. Env. Qual. Mgr.	Cantonment, FL 32533
Name and Title (please type)	City, State, Zip Code
	bdschneider@co.escambia.fl.us
	Email Address (if applicable)
	(850) 937-2160
Florida Registration Number (Please affix seal)	Telephone Number
	Date

BRENT D. SCHNEIDER LICENSE No. 70706 STATE OF FLORIDA PROFESSIONAL ENGINEER

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6277 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Escambia County Functional Classification Map
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Functional Classification Map - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Functional Classification Map:

A. Adopt and authorize the Chairman to sign the Resolution approving the Escambia County Functional Classification Map for the Adjusted Federal Highway Administration (FHWA) Urbanized Area; and

B. Authorize the Chairman to sign the Escambia County Functional Classification Map.

BACKGROUND:

Federal functional classification is required by the Federal Highway Administration (FHWA). The principal purpose of roadway classification is to establish the relativity of candidate roads in the overall hierarchy of roadways. Functional classification is used for planning, budgeting, programming, and for fiscal management.

The Escambia County Functional Classification Map is based on the Federal Highway Administration (FHWA) Pensacola FL-AL Urbanized Area Boundary Map. The FHWA Urbanized Area Boundary Map is used to establish the boundary between urban and rural areas for Federal Highway Functional Classification purposes and is reviewed every ten years as part of the Census. Factors affecting the classification of a roadway are traffic volumes, level of mobility, trip type, etc. As part of the boundary review, the Escambia County Transportation and Traffic Operations Division staff, along with FHWA, FDOT, and City of Pensacola staff, have identified the following local roadways listed in the chart below for functional classification re-designation. The third column in the chart states the proposed new functional classification designation for each roadway. The re-designation from a local road to either a collector or principal roadway allows the roadway to be eligible for future Federal-Aid funds.

Alabama Department of Transportation (ALDOT) completed its review of the 2010 Federal Functional Classification with its Transportation Planning Organization (TPO) staff review in early 2014 when the TPO Chairman signed the Baldwin County Functional Classification Map

on February 3, 2014.

The Escambia County Functional Classification Map has been developed by the Florida Department of Transportation (FDOT) with input from the FL-AL TPO staff and the Escambia County Transportation and Traffic Operations Division.

The changes provided by the Escambia County Transportation and Traffic Operations staff are as follows:

		Proposed Classification	
West Quintette Road	48000091	Urban Minor Collector	0.000 - 1.811
Ten Mile Road	48733000	Urban Major Collector	0.000 - 0.886
Guidy Lane	48000019	Urban Major Collector	0.000 - 1.003
Longleaf Drive	48000012	Urban Minor collector	0.000 - 0.999
Kemp Road	48000013	Urban Minor Collector	0.000 - 2.294
North 65th Avenue	48528000	Urban Minor Collector	0.377 - 1.393
North 61st Avenue	48528500	Urban Minor Collector	0.423 - 1.432
Tonawanda Drive	48000022	Urban Minor Collector	0.000 - 1.381
North "T" Street	48500100	Urban Minor Collector	0.114 - 1.787
Campus Drive	48000016	Urban minor Collector	0.000 - 1.369
Leesway Boulevard	48000040	Urban Minor Collector	0.000 - 0.832 (City of Pensacola)
Eight Mile Creek Road	48590000	Urban Minor Collector	5.158 – 6.989
Wild Lake Boulevard to SR 297/Pine Forest Road	48000149	Urban Minor Collector	0.000 – 0.514 Draw in on map
SR 297 /Pine Forest Road	48190000	Urban Principal Arterial Other	0.000 – 3.501
US 90/SR 10A Mobile Highway	48020000	Urban Minor Arterial	0.000 – 3.501
US 90/SR 10A Scenic Highway	48020000	Urban Minor Arterial	23.296 – 26.822
SR 298/Lillian Highway	48110000	Urban Minor Arterial	3.971 – 10.808
East Maxwell Street	48000045	Urban Minor Collector	2.168 – 2.373

Maxwell Street	48000109	Urban Minor Collector	0.000 – 0.695
Jordan Street	48000070	Urban Minor Collector	0.000 – 0.913
North Spring Street	48000113	Urban Minor Collector	0.000 – 0.591
North Baylen Street	48000114	Urban Minor Collector	0.000 – 0.969

The Escambia County Functional Classification Map was reviewed and approved by the FL-AL TPO at its meeting on June 11, 2014.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Resolution and the Escambia County Functional Classification Map.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Transportation and Traffic Operations staff will continue to coordinate with Florida Department of Transportation, Federal Highway Administration, and the West Florida Regional Planning Council/Transportation Planning Organization.

Attachments

Resolution

Map

Definitions

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE ESCAMBIA COUNTY FUNCTIONAL CLASSIFICATION MAP FOR THE ADJUSTED FHWA PENSACOLA, FL-AL URBANIZED AREA FOR ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization responsible for carrying out the continuing, cooperative, and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area in accordance with state law; and

WHEREAS, on December 11, 2013, the Florida-Alabama TPO adopted Resolution 13-30 approving the 2010 Adjusted Federal Highway Administration (FHWA) Pensacola FL-AL Urbanized Area Boundary Map; and

WHEREAS, the Adjusted FHWA Urbanized Area Boundary Map, which is reviewed every 10 years as part of the United State Census, establishes the boundary between urban and rural areas for Federal Highway Functional Classification purposes; and

WHEREAS, based on the approved 2010 Adjusted FHWA Pensacola, FL-AL Urbanized Area Boundary Map, the ALDOT developed the FHWA Federal Functional Classification Map for Baldwin County, which was signed by the TPO Chairman on February 3, 2014; and

WHEREAS, based on the approved 2010 Adjusted FHWA Pensacola, FL-AL Urbanized Area Boundary Map, the FDOT has developed the FHWA Functional Classification Map for Escambia County; and

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners approves the Escambia County Functional Classification Map.

SECTION 3. That the Board authorizes the Chairman to sign the Escambia County Functional Classification Map.

SECTION 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

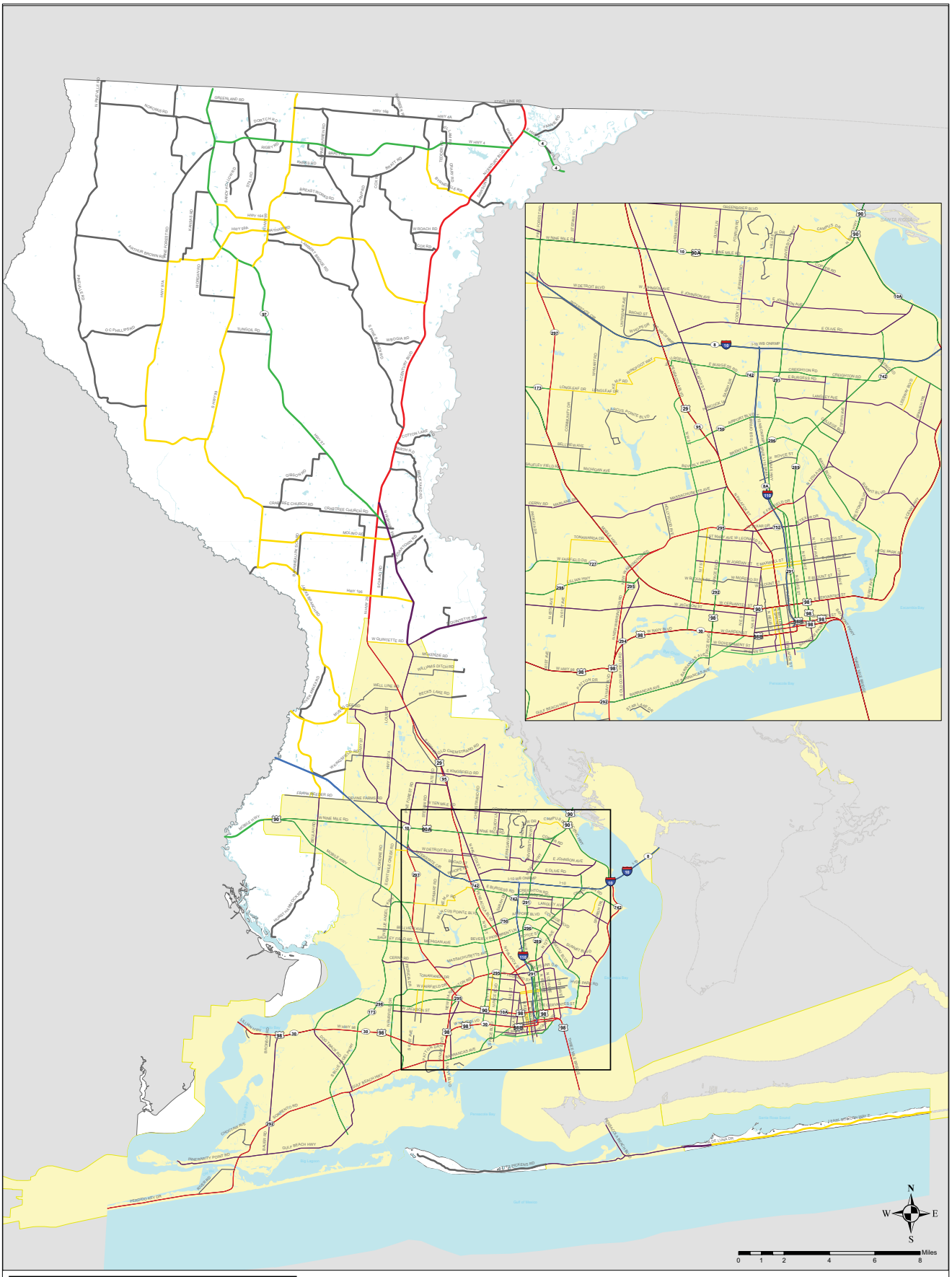
By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/5/14



Escambia County

- 01 - Principal Arterial-Interstate RURAL
- 02 - Principal Arterial-Expressway RURAL
- 04 - Principal Arterial-Other RURAL
- 06 - Minor Arterial RURAL
- 07 - Major Collector RURAL
- 08 - Minor Collector RURAL
- 09 - Local RURAL
- 11 - Principal Arterial-Interstate URBAN
- 12 - Principal Arterial-Freeway and Expressway URBAN
- 14 - Principal Arterial-Other URBAN
- 16 - Minor Arterial URBAN
- 17 - Major Collector URBAN
- 18 - Minor Collector (Fed Aid) URBAN
- 19 - Local URBAN
- Urban Boundary

ESCAMBIA COUNTY FUNCTIONAL CLASSIFICATIONS

Prepared By:
FLORIDA DEPARTMENT OF TRANSPORTATION
in cooperation with the
US DEPARTMENT OF TRANSPORTATION

File Created:
May 19, 2014

Recommended By:

_____ _____
Chairman, Board of County Commissioners *Date*

_____ _____
Florida Department of Transportation *Date*

_____ _____
Chairman, Florida-Alabama TPO *Date*

Approved By:

_____ _____
Federal Highway Administration *Date*

FDOT

FEDERAL FUNCTIONAL CLASSIFICATION

Arterials – Arterial system provides the highest level of mobility at the highest speed, for long, uninterrupted travel. Arterials generally have higher design standards than other roads, often with multiple lanes and some degree of access control.

Interstates – Interstates are the highest classification of Arterials and were designed and constructed with mobility and long-distance travel in mind. Since inception the Interstate System has provided a superior network of limited access, divided highways offering high levels of mobility while linking the major urban areas of the United States. Federal Aid Eligible

Other Principal Arterials – These roadways serve major centers of metropolitian areas, provide a high degree of mobility and can also provide mobility through rural areas. Unlike their access-controlled counterparts, abutting land uses can be served directly. Federal Aid Eligible

Minor Arterials – Minor Arterials provide service for trips of moderate length, serve geographic areas that are smaller than their higher Arterial counterparts and offer connectivity to the higher Arterial system. Federal Aid Eligible

Collectors – Collectors provide a lower degree of mobility than arterials. They are designed for travel at lower speeds and for shorter distances. Collectors are typically two-lane roads that collect and distribute traffic from the arterial system. In order to bridge this gap, Collectors must and do provide access to residential neighborhoods.

Major Collectors – Major Collector routes are longer in length; have lower connecting driveway densities; have higher speed limits; have higher annual average traffic volumes; than their Minor Collector counterparts. Federal Aid Eligible

Minor Collectors – Minor collectors provide service to smaller communities not served by a higher class facility. These routes connect major thoroughfares to diffused areas, such areas include the primary connection to a farming area consisting of large acreage tracts or scattered small residential developments.

Non Federal Aid Eligible- Rural

Federal Aid Eligible -Urban

Minor Collectors - These roads are not Eligible for Federal Funds outside of the Urban Boundary they are classed as Rural Minor Collectors. But once they go into an Urban Boundary these roads are Eligible for Federal Funds they are classed then as Urban Minor Collectors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6295 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Acceptance of Document for Property Acquisition on East Olive Road
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Document for Property Acquisition at 2605 and 2607 East Olive Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept the Public Disclosure of Interest document made by Robert D. Bentley, and advise if it has any concerns that might have affected the Board's authorization to purchase property from Skater's Choice Realty, LLC.

BACKGROUND:

Meeting in regular session on April 3, 2014, the Board authorized the purchase of approximately 1.16 acres of property from Skater's Choice Realty, L.L.C., for a price of $175,000. The public disclosure of interest was inadvertently omitted from the supporting documentation but is required by Florida law. The purpose of the disclosure is to identify the persons who will benefit from the transaction and any associated conflicts of interest.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed the document.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Public disclosure

BCC action 4-3-14
aerial map

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2012) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Robert D. Bentley, as Managing Member
of Skater's Choice Realty, LLC,
do hereby attest and affirm:

1. That the address for Skater's Choice Realty, LLC is: 2607 East Olive Road, Pensacola, Florida, 32514.

2. That the following entity or individuals have an interest in the real property described in Exhibit A:

A. _____ 2607 East Olive Rd Pensacola, FL 32514
(Name) (Address)

Relationship/Interest: 100%

B. _____
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Witness _____ Skater's Choice Realty, LLC.
Print Name Jamie Neal

Witness _____ By: _____
Print Name Bernie W Manning Robert D. Bentley, Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of April, 2014, by Robert D. Bentley, as Managing Member of Skater's Choice Realty, LLC. He (✓) is personally known to me, or (___) has produced current Alabama Driver License as identification.

(Notary Seal)

Signature of Notary Public

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Printed Name of Notary Public

EXHIBIT "A"

The East 9 feet of Lot 6 and the West 118 feet of Lot 7, Oakhurst Subdivision, a subdivision of the Southwest 1/4 of Section 17, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 2, Page 90, of the Public Records of said County, less the South 225.00 feet thereof.

Less and Except:
The east 15.00 feet of the west 118.00 feet of said Lot 7, Oakhurst Subdivision, less the south 225.00 feet thereof.

Containing 0.767 Acres, more or less.

And also:
Commence at the northeast corner of Lot 9, Oakhurst Subdivision, as recorded in Plat Book 2, Page 90 of the Public Records of Escambia County, Florida, and proceed South 87°42'33" East, along the southerly right-of-way line of Olive Road, a 70.00-foot right-of-way, for a distance of 208.57 feet to the northeast corner of Lot 8, said Oakhurst Subdivision; thence run South 3°32'56" West, along the east line of said Lot 8, for 498.39 feet to the southeast corner of said Lot 8; thence run North 86°14'11" West, along the south line of said Lot 8, for a distance of 143.80 feet to the Point of Beginning; thence continue North 86°14'11" West, along the south line of said Lot 8, a distance of 155.70 feet; thence run North 3°36'03" East for a distance of 106.65 feet; thence run South 86°14'11" East, for a distance of 156.00 feet; thence run South 3°45'49" West for a distance of 106.65 to the Point of Beginning.

Containing 0.382 Acres, more or less.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Purchase of Property

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner May absent, approving, by super majority vote, the following (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210109/ 56301, Project No. 10EN0363):

A. The purchase of two parcels of real property, totaling approximately 1.16 acres, located at 2605 and 2607 East Olive Road, for the Olive Road East Improvement Project, from Skater's Choice Realty, LLC, for the purchase price of $175,000, which is above the appraised value of $120,000, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;

B. The *Contract for Sale and Purchase* for the acquisition of two parcels of real property (approximately 1.16 acres), from Skater's Choice Realty, LLC; and

C. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

Speaker(s):

Randy Grieser

For Information: The Board heard Commissioner Robertson disclose that, although he owns several properties along Olive Road, and one property at Lawton Street, he has no vested interest in these properties and is not precluded from voting on Items 3, 4, and 5.

ACQUISITION OF PROPERTY FOR OLIVE ROAD DRAINAGE EAST

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
SSW 10/9/12 DISTRICT 4

SKATER'S CHOICE REALTY, LLC PROPERTY / PARCEL 17-1S-30-3000-000-007

Properties in Question; Appraised at 1) $105,000 & 2) $15,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6317 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Conveyance of License to the Florida Department of Transportation for Fairfield Drive Stormwater Repair and Improvement Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a License to the Florida Department of Transportation for a West Fairfield Drive Stormwater Repair and Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a License to access County property to the Florida Department of Transportation (FDOT) for their stormwater repair and improvement project on West Fairfield Drive:

A. Approve granting a License to access County property to FDOT for their stormwater repair and improvement project on West Fairfield Drive and 61st Avenue; and

B. Authorize the Chairman to execute the License and all other documents related to this conveyance without further action of the Board.

[Funding: All costs associated with accepting and recording of documents will be borne by FDOT]

BACKGROUND:

FDOT has a project designed to make repairs and improvements to an FDOT-maintained stormwater drainage system north of West Fairfield Drive, west of 61st Avenue. The system consists of a ditch and related pipes and structures which were considerably damaged by the recent rain and flooding event. The ditch, via a drainage easement, bisects a County parcel identified as a park and drainage easement in Parish Heights Subdivision. FDOT is requesting the license to allow FDOT personnel to access and improve the County property lying immediately adjacent to but outside the easement boundaries.

Staff has reviewed this request and has no objection to the granting of the license, deciding that granting the conveyance of this license will have no adverse impact to the County's use of this property.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The license was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will provide the license to FDOT after it is signed by the Chairman.

Attachments

License

parcel information

aerial map

09-LA.11-11/00

June 2, 2014

Parcel	N/A
Item/Segment No.	N/A
Managing District	3
S.R. No.	727
County	Escambia

LICENSE

This Agreement, Made the ____ day of _____, 20____, between ESCAMBIA COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Escambia County, Florida Property Appraiser's Reference No. 142S305000000010

Property Address being: 1800 Sandra Drive, Pensacola, Florida 32506

Being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of _____, 20___.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Escambia County, Florida,
By Its Board of County Commissioners

By:_____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: June 10, 2014

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	142S305000000010
Account:	054273100
Owners:	ESCAMBIA COUNTY PARK
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1800 SANDRA DR BLK 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$0
Land:	$31,824
Total:	$31,824
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

COUNTY OWNED

Legal Description

PARK

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
14-2S-30-2

Approx. Acreage:
2.4300

Zoned:
R-2

Evacuation & Flood Information
Open Report

FDOT REQUEST FOR LICENSE AGREEMENT / EMERGENCY REPAIRS TO DRAINAGE SYSTEM

COUNTY PARK AND STORMWATER DRAINAGE SYSTEM

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 06/09/14 DISTRICT 2

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6362 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/26/2014
Issue: Resolution Supporting Reuse of Existing Bridge Materials as Artificial Reefs and Incorporation of Designated Areas for Recreational Fishing
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Supporting the Reuse of Existing Bridge Materials as Artificial Reefs and the Incorporation of Designated Areas for Recreational Fishing as Part of the New Pensacola Bay Bridge - Keith Wilkins, Community & Environment Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the reuse of existing bridge materials as artificial reefs and the incorporation of designated areas for recreational fishing as part of the new Pensacola Bay Bridge.

BACKGROUND:

Florida Department of Transportation (FDOT) is proceeding with planning for the replacement of the US Highway 98 “Pensacola Bay Bridge” between Pensacola and Gulf Breeze. After Hurricane Ivan in 2004, Escambia County requested FDOT incorporate deployment of the hurricane-damaged Interstate 10 bridge as artificial reefs within the scope of work and solicitation. Escambia County provided the permitted artificial reef site for the project, and assisted FDOT’s contractor in the reefing of the concrete bridge materials. Escambia County Marine Resources Division has obtained new artificial reef sites within Florida “State Waters” (within nine miles from shore) and is prepared to assist the State’s contractor with the deployment of the reef materials.

Because the existing bridge must be removed to make room for the new bridge, the existing bridge cannot remain for use as a recreational fishing platform. If “multi-use” lanes are constructed on the north-bound and south-bound lanes, this presents the opportunity to incorporate designated areas for recreational fishing.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed and approved as to form and legal sufficiency by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

That the Clerk shall forward a copy of this Resolution to Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford; Senators Greg Evers and Don Gaetz; Ananth Prasad, P.E., Secretary Of Transportation, FDOT; and James T. Barfield, P.E, District Three Secretary, FDOT.

Attachments

Resolution-Reuse Existing Bridge Material-Artificial Reef

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE REUSE OF EXISTING BRIDGE MATERIALS AS ARTIFICIAL REEFS AND THE INCORPORATION OF DESIGNATED AREAS FOR RECREATIONAL FISHING AS PART OF THE NEW PENSACOLA BAY BRIDGE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recreational fishing and artificial reefs are important components of a healthy food supply, marine recreation, quality of life and economy for the citizens of Escambia County; and

WHEREAS, Florida Department of Transportation (FDOT) has begun planning for the replacement of the US Hwy 98 "Pensacola Bay Bridge"; and

WHEREAS, FDOT has determined that the existing Pensacola Bay Bridge must be removed to accommodate the new bridge; and

WHEREAS, one of the proposed design alternatives includes "multi-use" lanes on the north-bound and south-bound lanes of the new bridge; and

WHEREAS, Escambia County has proactively obtained permits for artificial reefs in the near shore waters of the Gulf of Mexico off Escambia County; and

WHEREAS, the beneficial reuse of the existing bridge materials as artificial reefs will provide the maximum benefit to the citizens of Florida for decades into the future; and

WHEREAS, the multi-use lanes may accommodate areas designated for recreational fishing; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of Escambia County that the existing bridge materials be used as artificial reefs and the new bridge provide designated areas for recreational fishing.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Escambia County Board of County Commissioners supports beneficial reuse of the existing bridge materials and the proposed design alternative incorporating multi-use lanes on the north-bound and south-bound lanes, including designated areas for recreational fishing.

SECTION 3. That the Escambia County Board of County Commissioners encourages and requests the Florida Department of Transportation to incorporate deployment of the existing bridge materials as artificial reefs within the scope of work, solicitation and bid documents for replacement of the Pensacola Bay Bridge.

SECTION 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

SECTION 5. That the Clerk shall forward a copy of this Resolution to Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford; Senators Greg Evers and Don Gaetz; Ananth Prasad, P.E., Secretary Of Transportation, FDOT; and James T. Barfield, P.E, District Three Secretary, FDOT.

ADOPTED this _____day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
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: 10/13/14

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5887 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Reappointments to the Board of Electrical Examiners
From: Donald R. Mayo, Interim Building Official
Organization: Building Inspections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Board of Electrical Examiners - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

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

B. Reappoint the following two members for a three-year term, effective July 1, 2014, through June 30, 2017:

1. David R. Hawkins, Gulf Power Company (Lay Person); and

2. Thomas J. McElhany, McElhany Electrical Company, Inc. (State Certified Electrical Contractor);

C. Reappoint, retroactively, the following two members for a three-year term, effective October 1, 2013, through September 30, 2016:

1. James E. Simmons, James E. Simmons Electric Co. (State Registered Electrical Contractor); and

2. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and

D. Reappoint, retroactively, Joseph W. Moore, Jr. (Active Electrical Engineer), for a three-year term, effective October 1, 2012, through September 30, 2015.

BACKGROUND:

The Board of Electrical Examiners was established to review contractor applications for licensure and for the discipline of contractors in the electrical trade. Pursuant to Sec. 18-131, members serve a term of three years, or until a successor is appointed. Members whose terms have expired, may be reappointed to additional terms, in accordance with Sec. 18-132, Escambia County Code of Ordinances and Board of County Commissioner Policy, Section I, Part B. 1 (D), Appointment Policy and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation has been reviewed and approved by Kerra A. Smith, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals who engage in, or wish to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David R. Hawkins_Resume
Thomas J. McElhany Resume_BOEE
James E. Simmons Resume_BOEE
John D. Scapin, II, Resume_BOEE
Joseph W. Moore, Jr. Resume_BOEE

David R. Hawkins 3481 Marcus Pointe Blvd Pensacola FL 32505 Phone (850) 449-1136 e-mail: drhawkin@southernco.com

Skills: I have been employed with Gulf Power for 39 years where I have gained experience in Engineering, Marketing, Risk Management and Power Delivery. My current position requires establishing and maintaining excellent Relationships with community leaders and elected officials, as well as working with the Escambia County Emergency Operations Center as Team Leader. I have been involved in community organizations such as Big Brothers/ Big Sisters, United Way and the Association of Retarded Citizens. I am a LEAP graduate and serve as an active member of the Board of Trustees, New Hope P. B. Church.

Work Experience: **Gulf Power Distribution Services Coordinator** December 2003 – Present

- Act as company liaison for community trade allies such as builders, inspectors, contractors and engineers.
- Manage the After Hours Reconnect program company wide.
- Coordinate the House Power Panel Replacement program.
- Develop and manage Gulf Power's Trade Ally Newsletter – titled "Feederline"
- Manage, coordinate and participate in special projects, this includes "E" Street Transmission line, City of Pensacola Franchise Agreement, and the Extreme Home Makeover project.

Education: Tuskegee Institute: Electrical Engineering
January 1971 to May 1973

Professional Activities / Organizations:

Treasurer – International Association of Electrical Inspectors
Board Member – Electrical Contractors Association of NW Florida
Board Member - Escambia County Board of Electrical Examiners
Treasurer – STRIDE mentoring program
Vice President – Community Equity Investments, Inc.
Vice President - First Tee of NW Florida
State Board of Directors – International Association of Electrical Inspectors

Honors and Achievements:

2009 - Spot Award for Leadership shown, "E"-Street Transmission Line
2005 – Gulf Power Leadership Excellence Award
2001 – Sport award for the All Electric Water heating sales assistance for housing project

Other Related Interests:

- Founding co-member of Roy Jones Jr. Golf Tournament to benefit the Assocation for Retarded Citizens
- Pensacola Area Housing Commission – Finance Committee headed by Former Escambia County Commissioner, Marie Young

March 18, 2013

Thomas J. McELhany

1004 Dog Track Rd.

Pensacola, FL 32506

850-457-3730

Education

Pensacola High School – 1968

State of Florida Dept. of Commerce--

Bureau of Apprenticeship Electricity-January 28, 1975

Experience

Four-year electrical apprenticeship with Baroco Electric

Six-year job foreman with Baroco Electric

Partner in Mizzell Electric

McElhany Electric Co., Inc.-Since 1984-Owner & Electrical Contractor

Licenses and Certifications

State of Florida-Certified Electrical Contractor

Master Electrical-Escambia County & Santa Rosa County

Alarm System Contractor

Memberships and Offices

Escambia County Board of Electrical Examiners-February 2002 to Present

International Association of Electrical Inspectors

Home Builders Association of West Florida

Liberty Church-Blue Angel Campus

JAMES E. SIMMONS ELECTRIC CO.

James E. Simmons
2443 Brookwood Place
Cantonment, FL. 32533
LIC #ER0012940
850-479-4417

6/12/13

Experience

Electrical Apprentice
1983-1986 J&M Electric Co. Pensacola, FL.

Electrician's Helper
1986-1988 J&M Electric Co. Pensacola, FL.

Journeyman Electrician
1988-1989 Doug Graves Electric Co.

Journeyman/Master Electrician
1989-1993 Father & Son Electric Co.

Electrical Contractor
1993-Present

Esc. Co. Board of Electrical Examiners
4/09-Present

Education

Pensacola Junior College 1987-1990
Passed Block Exam May 1992

Scapin
ELECTRIC COMPANY

John D. Scapin II
Scapin Electric Company
P O Box 6597
Pensacola, Fl. 32503

Objective:

Continue to serve on the Escambia County Board of Electrical Examiners.
Presently serving as Chairman.

Qualifications:

Entered the electrical trade as an apprentice in 1968 and finished the program in 1972.
Worked in the trade for seven more years and passed the electrical exam in 1979.
Worked for other companies for 6 years while building Scapin Electric Company into an independent Electrical Contractor.
Scapin Electric Company incorporated in 1985.
We are a State Certified Contractor.

Community Involvement:

Member of Florida Apprenticeship Program.
Member of Panhandle Chapter of IAEI.
Member of Electrical Contractors Association.
Member of National Federation of Independent Business.
Serves on Parish Council at St. Andrew Orthodox Church.

2320 Town Street • Pensacola, FL 32505 • P.O. Box 6597 • Pensacola, FL 32503-0597
(850) 434-7250 • Fax (850) 433-3735
EC13002715

JOSEPH W. MOORE, JR., P.E.

Electrical Engineer
H.M. Yonge & Associates, Inc.

PROFESSIONAL EXPERIENCE:

Mr. Moore has over 40 years of years of experience in design and engineering. He has a broad background in design of electrical systems for healthcare, higher education, and commercial facilities. Recent project experience has been involved with design of electrical systems for schools, both new and renovation of existing facilities, offices and churches. These projects have required knowledge of current codes, including the latest National Electrical Code, as well as state and local codes. He has been responsible for all phases of project management, including detailed engineering and design, feasibility studies, and construction reviews.

Projects that he has worked on include:

- Baptist Hospital West Expansion
- Gulf Breeze Hospital 2 East Expansion
- Baptist Hospital Sterilizing Equipment Upgrade/Relocation
- Baptist Hospital Specialty Care Center
- Atmore Community Hospital, Generator Upgrade
- Escambia County Main Jail Facility HVAC Upgrade
- Pensacola Civic Center HVAC Upgrade
- M.C. Blanchard Judicial Center Renovation
- Escambia County Old Courthouse Building Renovation
- Arnow Federal Courthouse Building Renovation
- Phoenix West Condominiums
- Phoenix West II Condominiums
- Gulf Shores United Methodist Church – Multipurpose Building
- Gulf Breeze United Methodist Church – Multipurpose/Gymnasium Building
- St. Rose of Lima Catholic Church, Milton Florida
- St. Mary's Catholic Church Classroom
- Wesley Abby Renovations - First United Methodist Church
- Atmore Community Hospital Nurses Station
- Baptist Hospital Phase 2 Interior Renovations
- Gulf Breeze Hospital Sleep Lab
- Pensacola Nephrology

PERTINENT INFORMATION:

Mr. Moore received his Bachelor of Science in Electrical Engineering degree from Auburn University in 1964 and a Masters Degree in Business Administration from the University of West Florida in 1977. Mr. Moore is registered in Florida and Alabama.

ASSOCIATIONS:

Escambia County Board of Electrical Examiners 2009 - present

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5888 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Reappointments/Appointment to the Contractor Competency Board
From: Donald R. Mayo, Interim Building Official
Organization: Building Inspections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments/Appointments to the Contractor Competency Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning six reappointments and three new appointments to the Escambia County Contractor Competency Board:

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

B. Reappoint, retroactively, David Lee Schwartz (Swimming Pool Contractor) for a three-year term, effective October 1, 2012, through September 30, 2015;

C. Reappoint, retroactively, the following four members for a three-year term, effective May 1, 2013, through April 30, 2016:

1. Leroy White, Leroy White Construction, Inc. (State Registered Building Contractor);

2. Verris "Mac" Magee, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor and Master Gas Contractor);

3. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and

4. Michael E. Batchelor, Batchelor's Inc. (State Certified Roofing Contractor);

D. Reappoint, John H. Matthews, Retired (Lay Person) for a three-year term, effective July 1, 2014, through June 30, 2017;

E. Appoint the following three individuals for a three-year term, effective July 1, 2014, through June 30, 2017:

1. Erwin D. Waters (State Certified General Contractor);

2. Dwayne Eric Pickett (Engineer), Gulf Power Company; and

3. Brian P. Bell, Sr., (Lay Person), Vice President, Commercial Lending - Centennial Bank; and

F. Authorize a letter of appreciation to be sent to Mr. James F. Lee, Mr. Victor Wallace, Mr. James "Trice" Dukes, and Mr. James Reynolds expressing the Board's appreciation for their many years of service on the Contractor Competency Board.

BACKGROUND:

The Contractor Competency Board was established to accept contractor applications and oversee examinations for licensure as a contractor; issue certificates of competency for registered contractors, and record certificates of competency and issue renewals to those who qualify. The board also investigates violations of Chapter 18, Escambia County Code of Ordinances and/or Chapter 489, Florida Statutes, and upon due cause shown, takes appropriate disciplinary action as allowed by Ordinance and/or Statute. Members serve three-year terms and those whose terms have expired, may be reappointed to additional terms in accordance with Sec. 18-56, Escambia County Code of Ordinance and Board of County Commissioner Policy, Section I, Part B. 1 (D), Appointment Policy and Procedures. Sec. 18-56 of the Code specifies that the Contractor Competency Board shall consist of 15 members. However, the Contractor Competency Board has operated with less than fifteen positions for many years.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was reviewed and approved by Kerra A. Smith, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David Lee Schwartz Resume_CCB
Leroy White Resume_CCB
Verris Magee Resume_CCB
Sam Menezes Resume_CCB
Michael E. Batchelor Resume_CCB
John H. Matthews Curriculum Vitae_CCB
Ervin D. Waters Resume_CCB
Brian P. Bell, Sr._Resume_CCB
Dwayne Eric Pickett_Resume_CCB

SCHWARTZ & SCHWARTZ

PROPERTIES • HOLDINGS

DAVID LEE SCHWARTZ

850.572.3551

Objectives:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I have been in the swimming pool business for 45 years and hold a swimming pool contractor's license. I have served on the competency board for the past 19 years.

Education:

I have a high school diploma from Pensacola High School and attended Pensacola Junior College.

Employment:

Prior to retiring in May 2010, I was in management at Jerry Lee Chemical for over 40 years over seeing day-to-day activities internally and customer relations.

RECEIVED
MAY 23 2013
CONTRACTOR
COMPETENCY BOARD

411 BECK'S LAKE ROAD • CANTONMENT, FLORIDA 32533

LEROY WHITE
1027 EAST BLOUNT STREET
PENSACOLA, FL 32503

OBJECTIVE

Continue to serve on the Escambia County Contractor Competency Board.

QUALIFICATIONS

Licensed Building Contractor in Escambia County since September 22, 1977

Owner and operator of Leroy White Construction, Inc., providing new construction, remodeling, and repairs to citizens of Escambia County, as well as construction project and management

EDUCATION

Graduate of Pensacola High School

MEMBERSHIP AFFILIATIONS

PREVIOUS Member of Home Builders Association of West Florida
Escambia County Competency Board

Member EAST BLOUNT BAPTIST CHURCH
PREVIOUS. Member FIRE PREVENTION BOARD OF APPEALS, CITY OF PENSACOLA
RETIRED member PENSACOLA, FIRE DEPT 5/63 12/93

RECEIVED
MAY 1 5 2013
CONTRACTOR
COMPETENCY BOARD

Verris "Mac" Magee
6845 Pine Forest Road
Pensacola, Florida 32526
(850) 944-5022

Resume

April 5, 2013

Subject:

Request to be reappointed to the competency board for the next three (3) years

Experience

I have held a license for air conditioning, general contractor, and master gas contractor and sheet metal for the past 41 years. I have been sole owner and operator of Expert Heating, A/C & Refrigeration, Inc from 1972 thru present date. I currently have nine (9) employees and the business grosses $400,000. per year.

Education

Refrigeration Service Engineers Society 069-20-2314
Fl Assoc of Plumbing, Gas and Mechanical Inspector's, Inc
Certificate CILB Sponsor #0040000919 CILB Course #0004825
CERT/REG # 0017500,0031243
Course subject Plumbing/Gas
Fl Assoc. of Plumbing, Gas and Mechanical Inspector's Inc.
Certificate CILB Sponsor #0040000919 CILB course #0004826
CERT/REG # 0017500,0031243
Course subject Mechanical/Energy
Florida Department of State
Subject Heating, Air Conditioning & Refrigeration,
Document # 450362
Licenses Escambia County and Santa Rosa County
**Yearly classes taken for from Escambia County Inspectors

RECEIVED
APR 09 2013
CONTRACTOR
COMPETENCY BOARD

Community Service

I have been on the Competency Board for thirty plus years with out missing a year.

Membership Associations

River Run Hunting Club officer for three (3) years
Mystic Order of Veiled Prophets Grottoes of North America

PENSACOLA
CHRISTIAN
COLLEGE. PO BOX 18000 • PENSACOLA FL 32523-9160 • USA • (850) 478-8496

Sam Menezes
Pensacola Christian College
Box 18000
Pensacola, FL 32503
Phone: 850-969-1610

RECEIVED
APR 09 2013
CONTRACTOR
COMPETENCY BOARD

Objective:

I would like to continue to serve on the Escambia County Competency Board.

Qualifications:

I have been in the plumbing business for twenty-four years. I have been a licensed master plumber since 1990. I am a plumbing foreman, a certified backflow technician, and have a pool operator's license.

Education:

I have a high school diploma and attended Southeast Bible College and Moody Bible Institute.

Employment:

I am the Plumbing Foreman at Pensacola Christian College. I oversee new construction, pull plumbing permits for maintenance, and supervise and train all plumbing employees.

Have served on the board since 2006

Michael E. Batchelor
1709 E. Jackson St.
Pensacola, Florida 32501
Work Phone (850)432-4004
Cellular Phone (850)232-1865
Email mmebatch@bellsouth.net

RECEIVED
MAY 30 2013
CONTRACTOR
COMPETENCY BOARD

QUALIFICATIONS SUMMARY

Highly motivated, successful 34 plus years career in construction sales/roofing estimation/ Project management/office/budget and employment management

--Solid background in roofing estimation, sales planning, executing sales, marketing plans, and hands on management of accounts
--Highly developed skills and experience cultivating business partnerships to increase productivity, increasing revenues
--Strong skills in budgeting and financial management
--Self-motivated, resourceful and organized
--Well-developed and creative presentation skills, persuasive communicator, and excellent customer service
--Able to develop loyal relationships with customers, colleagues, and management
--Well-established network in the roofing and construction industry
--All residential and commercial roofing project management

WORK HISTORY

May 1979-present
Batchelor's Incorporated Roofing Contractors, Pensacola, Florida
Licensed Roofing Contractor/Florida State License December 1983

--Hands on management of accounts, including roof estimation, bid and presentation, follow up and all customer service on each account
--Budget and finance
--Staying current on all federal, state and county, construction, and OSHA rules and regulation
--Management of all employees on each job sight as well as office staff
--Purchasing materials and all negotiations with vendors
--Batchelor's Incorporated Roofing Contractors is a well respected 62 year old business, which I have been instrumental in the success of for over 34 years.

EDUCATION
--1979 Graduate of Pine Forest High School
--1979-1981 Course studies Pensacola Junior College

ADDITIONAL STUDIES AND COURSES
--Florida Roofing and Sheet Metal Continuing education courses
--The state of Florida Roofing and Sheet Metal Continuing education courses

ASSOCIATIONS
--Escambia County Competency Board 1987-1990

--Escambia County Competence Board 1993-Present
--Florida roofing and Sheet Metal Association Board of Directors 10 years
--Pensacola Catholic High School Parent/Teachers Association

HOBBIES AND INTERESTS
--Family
--Friends
--All sports

John H. Matthews

Originally from Laurel, Mississippi, John Matthews graduated from George S. Gardiner High School in Laurel in 1957 and went to Mississippi State University where he graduated in May 1961. He was a Distinguished Military Graduate in the Army ROTC program and was commissioned a Second Lieutenant, Regular Army. He immediately reported to active duty with the 101st Airborne Division. During his military career, he served two tours of duty in Vietnam during the Vietnam Conflict; served two tours of duty with the 101st Airborne Division; attended the US Army Command and General Staff College; was assigned to the United States Military Academy as Assistant Professor of Mathematics; served with the Defense Communications Agency in Washington, DC where he was a Branch Chief; served at SHAPE Headquarters in Mons, Belgium where he was in the Plans and Policy Division on special assignment for General Bernard Rogers, SACEUR. He was assigned to the US Army War College faculty where he was the Director of Operational Simulations in the Department of War Gaming. John was selected for promotional to Colonel and retired in 1983.

John earned his Bachelor of Science degree in Mathematics at Mississippi State University; his Master of Science in Industrial Engineering from Georgia Institute of Technology; and his Master of Business Administration from C. W. Post College, Long Island University.

Upon his retirement, John worked as a Technical Specialist for the Strategic Systems Division of GTE in Westboro, Mass. He was subsequently hired by Missile Systems Division, Rockwell International in Atlanta, Georgia where he served as Lead Analyst in the Operations Analysis Department. He was later promoted and named the Manager of Strategic Planning and Proposal Development. Upon leaving Rockwell International, he was named the Vice President and General Manager of Mason-Hanger National in Atlanta, GA. Later, he was responsible for the founding of Plasma Energy Applied Technology, Inc. (PEAT) a subsidiary of Mason-Hanger Silas Mason, Inc, were he was named the President of the company.

After leaving PEAT, the founded The Laurel Group, Inc, a business development consulting company with offices in Norcross, GA and Nashville, TN. In addition, he worked as Project Supervisor for ABUCK, Inc, a prefabricated metal structures company located in Smyrna, Georgia. Projects were located in Tennessee, Louisiana, Florida, Alabama, and Georgia. He was the project supervisor for Tieman Construction Company in Marietta, Georgia for 3 years. He served as Project Developer for Consultants and Builders, Inc in Norcross, Georgia developing construction projects for financial institutions.

John is an Accredited Claims Adjuster and is the managing partner of Network Claims Service, LLC, a public insurance adjusting company. He has over 5 years of catastrophic claims adjusting experience in Louisiana, Texas, Mississippi, Alabama and Florida. In

addition, he is a certified home inspector and has been actively inspecting houses in the panhandle of Florida for eight years.

John and his wife, the former Nancy J. Strooband of Moline, Illinois, have been married for 48 years and have three married children and 7 grandchildren. They have been living in Pensacola for fourteen years. John is a Past Commodore of the Pensacola Yacht Club and he and Nancy are members of Christ Church Episcopal in Pensacola. John served as Chairman of the Beer and Wine Committee and as a member of the Board of Directors of the Pensacola Jazz Society's JAZZFEST for three years. John is the current Commodore of the Gulf Yachting Association.

JOHN H. MATTHEWS
5119 Chandelle Drive
Pensacola, Florida 32507

CURRICULUM VITAE

1961 Graduated from Mississippi State University with a Bachelor of Science degree in Mathematics. Commissioned Second Lieutenant (Regular Army), US Army. Reported to Active Duty in the 101st Airborne Division, Fort Campbell, Kentucky.

1971 Graduated from the Georgia Institute of Technology with a Master of Science in Industrial Engineering. Operations Research/Systems Analysis was primary discipline.

1972 Graduated from the Command and General Staff College, Fort Leavenworth, Kansas

1972-76 Assigned as Instructor and Assistant Professor of Mathematics, United States Military Academy, West Point, New York.

1974 Graduated from C. W. Post College, Long Island University with a Master of Business Administration (Management)

1983 Retired from the US Army War College as a Lieutenant Colonel. Position of Director of Operational Simulations, Department of War Gaming.

1983 Held position of Member, Technical Engineering Staff, Strategic Systems Division, GTE, Westboro, MA

1984-89 Held position of Lead Analyst, Land Operations Group, Department of Operations Analysis, Missile Systems Division, Rockwell International. Promoted to Manager, Strategic Planning and Proposal Development.

1989-93 Vice President and General Manager, Mason and Hanger National, Inc. a Technical Engineering Services Company and subsidiary of Mason Hanger-Silas Mason, Inc.

1993-95 President, Plasma Energy Applied Technology, Inc. a subsidiary of Mason Hanger-Silas Mason, Inc

1995-present President, The Laurel Group, Inc. a business development consulting company.

2005 Received Certification as Residential Home Inspector and as Certified Mold Inspector.

2006 Received Certification as Public Claims Adjuster for the State of Florida. Also, licensed in Mississippi and Louisiana.

ERWIN D. WATERS

10070 SCENIC HWY PENSACOLA, FL 325414

PH 850-232-0439 EMAIL Watersgenc@aol.com

SUMMARY

Professional Certified General Contractor with 13.5 years experience as Manager and Owner of Waters General Contractors, Inc. Also a total of 21 years experience contracting a variety of masonry and concrete projects, Commercial and Residential.

EDUCATION

Milton High School 1977
Pensacola Junior College AA Business Administration 1984
University of West Florida BS Business Management 1986
Troy State University 15 hours towards Masters Business Management 1995

MILITARY EXPERIENCE

US Army Active Duty Enlisted E-4 Administrative Specialist (3 years)
US Army Reserves Commissioned Officer, Chemical Officer and Civil Affairs officer
– Served 3 Separate Commanded Tours
– Served as Equal Opportunity Advisor to General Officer
–Served a Tour at Pentagon as Acting Inspector General
–Graduate of US Army Command and General Staff College
– Retired 2003 as a Lieutenant Colonel/0-5 Total of 25 years service

WORK EXPERIENCE

United Parcel Service (UPS) Atlanta GA 1986 to 1987
International Business Machines (IBM) Atlanta GA 1987 to 1988
Self Employed Waters Masonry Works 1992 - 2003
Waters General Contractors, Inc President 2003 - Present
—Current duties:

- Brick Mason Contractor, Concrete Contractor, Project Management, Estimator, Sales Quality Control.
- Built over 20 Houses
- Built or worked on over 20 Commercial buildings as prime contractor

RECEIVED 9/24/13

Brian P. Bell, Sr.

359 Bunker Hill Dr, Pensacola, FL. 32506, (850) 384-7719, brianb@beachcommunitybank.com

Experience

3/14- Present **Centennial Bank**
Vice President – Commercial Lending

- Responsible for development and management of commercial loans.

3/07- 3/14 **Beach Community Bank**
Senior Vice President/Market President
Commercial Loan

- Responsible for development and management of commercial loans.

9/06- 3/07 **Hancock Bank**
Vice President
Commercial Lender IV

- Responsible for development and management of commercial loans.

11/02- 9/06 **Bank of Pensacola**
Senior Vice President
Risk Manager III

- Responsibilities included credit administration, credit analysis, loan review, loan policy, special assets, loan operations, construction loan administration, participations, and document preparation. Served as point of contact for external review and audits of the bank's loan portfolio, policy and procedures.

3/98- 11/02 **First American Bank**
Group Vice President

- Responsibilities included loan review, credit analysis, portfolio management, participations, regulatory reporting, served as point of contact for regulatory exams.

10/81- 3/98 **Barnett Bank of West Florida**
Vice President, Credit Administration- 1998
Assistant Vice President, Credit Administration- 1993
Assistant Vice President, Commercial Loans- 1991
Assistant Vice President, Branch Manager- 1987
Personnel Manager- 1982
Management Trainee, Collection Department- 1981

Education

1979- 1982 University of West Florida
Pensacola, Florida
Bachelor of Science, Marketing
Bachelor of Arts, Economics

1977- 1979 Birmingham Southern College
Birmingham, Alabama

1977 Pensacola Catholic High School
Pensacola, Florida

Additional Training

- Credit Analysis Training School, Barnett Bank
- Branch Managers' Academy, Barnett Bank
- National Personnel School, American Institute of Banking
- Loan Closing Academy, Barnett Bank

Community Activities

Current- Truth for Youth, board member
Northwest Florida Rehabilitation Foundation, board member
Leadership Pensacola, Alumni/Volunteer
Rotary Club of Pensacola
Escambia County 4- H Foundation, Inc. - President
United Cerebral Palsy Board Member- Current Board Chairman
Pensacola Area Chamber Volunteer- Building and Sites Committee

DWAYNE ERIC PICKETT
2108 Juno Cir.
Penscola, FL 32526
H-850.944.1005 M-850.390-0244 Email – epickett@southernco.com

TRAINING
Power Quality 1&2; Three Phase Transformer Theory; OSHA Compliance Training; Intro to Line Construction; JETS; SOCKETS; CSS; TCMS; ACAD; 3-Phase Transformer Theory; Metering Training; NESC; Distribution Switching; Reclosures, Regulators; Relay Testing; Time Management Training

PROFESSIONAL HISTORY
Gulf Power Company, Pensacola FL
Special Projects Engineer July 2010-present
ˆ Assi st in the restoration efforts during Storm Outages
ˆ R econcile and close out line construction DSO.
ˆ R espond to customer needs in a timely manner; preparing drawings, estimates and documents.
ˆ De sign distribution service orders via JETS, ACAD, MS OFFICE, CSS and SOCKETS.

Gulf Power Company, Pensacola/Gulf Breeze FL
Power Delivery Engineer July 2003-October 2010
ˆ Trouble shoot commercial and resident customer power quality issues
ˆ Assist with the scheduling of DSO construction work in Pensacola/Gulf Breeze
ˆ Assi st in the restoration efforts during Storm Outages
ˆ Or ganized/facilitated marketing, construction and engineering meets in Gulf Breeze area
ˆ Reconcile and close out line construction DSO.
ˆ R espond to customer needs in a timely manner; preparing drawings, estimates and documents.
ˆ De sign distribution service orders via JETS, ACAD, MS OFFICE, CSS and SOCKETS.
ˆ Tra in new employees and Coop students regarding Gulf Power work order procedures and processes.

Gulf Power Company, Pensacola FL
Distribution Operations Center Engineer July 2002-2003
ˆ P rovide direction to field personnel during routine and storm restoration.
ˆ Trouble shoot area distribution issues and contact key account customers with status updates.
ˆ R esponsible for monitoring and operating the Gulf Power distribution network according to established guidelines.
ˆ Dis patch trouble and customer service orders to local operations and line crew personnel.

MAHI NETWORKS INC, Richardson, TX
System Test/Field Service Engineer July 2001-May 2002

- R esponsible for supporting major accounts through lab trails, field installs, and deployments of optical and data networking systems.
- P rovided support and consultation for purchasing of equipment of over $5million.
- Est ablished and maintained technical support relationship with assigned clients such as WorldCom, Verizon and Qwest.
- P erformed interoperability testing between the Cisco ONS 15454 and the Mahi MI7 (optical switch/ router).

NORTEL NETWORKS, Richardson, TX
Application Engineer September 2000 - July 2001

- De sign optical networks by creating engineering documentation packages that will be used as a tool for the successful deployment of end-to-end networks.
- Eng ineered projects utilizing Nortel, Fujitsu and Siemens optical products for proposal preparation and provided technical support for timely and successful completion of projects.

ALCATEL USA, Richardson, TX
Technical Support Engineer February 1998 - September 2000

- Interface with R&D on design issues of the OC-48 Sonet Multiplexer and Optical Gateway Manager (OGM).
- Trouble shoot both Alcatel SDH and Sonet Multiplexers.
- M entor and train new employees on the theory and operation of Sonet/SDH multiplexers and optical amplifiers.
- C onsulate with customers regarding system requirements, ring design issues, and network management solutions.

WEBLINK WIRELESS, Dallas, TX
Communication Center/Implentation Engineer October 1996 - February 1998

- Monitor and trouble-shoot paging network from communications center using a UNIX based computer system.
- Lead Implentation Engineer responsible for initial deployment of 2-way paging network.
- P rovide technical support to resolve issues with T1, T3 and Frame Relay outages.

UNITED STATES ARMY RESERVE, Pensacola, FL / Seagoville, TX
Communications Specialist February 1988- February 1998

- Telephone Installer (31L), 145th Signal Co.
- Multi-Channel Communications Operator (TRAC-70 & 71), 842nd Signal Co.
- Electrician (57B), 980th Engineering Co.
- Managed, trained, and processed new recruits at the 145th Signal Co.

EDUCATION

FLORIDA A&M UNIVERSITY, Bachelor of Science in Electrical Engineering, August 1996

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6373 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/26/2014
Issue: Appointment to the West End Advisory Committee
From: Jack R. Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the West-End Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Ms. Brenda Beumer to the West-End Advisory Committee, to replace Mr. Will Kennedy, with the term of appointment to begin June 26, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

BACKGROUND:

Ms. Beumer has expressed the desire to serve on the West-end Advisory Committee; her Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective.

Attachments

Brenda Beumer

From: Brenda Beumer [mailto:brenda@gulfcoastarea.com]
Sent: Tuesday, June 17, 2014 10:30 AM
To: Dean Kirschner
Subject: West End Advisory Committee

Dean, see if this works for you (short and sweet):

Memo

Date: June 17, 2014
To: Dean Kirschner
From: Brenda Beumer
RE: The Westside Advisory Committee

Thank you for asking me to be on the West End Advisory Committee. To give you a brief background, I have lived and/or worked on Perdido Key since 1979. I was involved in the zoning efforts on the Key in the 1980s and was on the zoning advisory committee in the mid to late 1990s. I am a property owner and business owner on the Key and have been a board member of a number of condominium and homeowners' associations (Beach Colony West, Land's End, Seaspray, Holiday Harbor, and Parasol West). I was on the board of the Perdido Key Area Chamber for several years when it was in its initial formation period. Pensacola has been my home since 1975 and I look forward to contributing to the area while on the West End Advisory Committee.

Below is my contact information,

Brenda Beumer, Broker/Owner
Key Concepts Realty, Inc.
13880 Perdido Key Drive
Pensacola, FL 32507
brenda@gulfcoastarea.com
850-492-5462
Cell: 850-572-8441

Thank you.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6348 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Amendment to the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.
From: Cathy White, Drug Court Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Agreement for the Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. - Cathy A. White, Drug Court Manager

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

A. Approve the Amendment to the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.;

B. Approve funding for the Program not to exceed $80,630, effective October 1, 2013, through September 30, 2014. The source of funding is Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

C. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410571, Object Code 53401]

BACKGROUND:

On July 25, 2013, the Board approved, and the Chairman signed, the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Drug Court Treatment Services, Grant No. 2014-JAGC-ESCA-1-E5-162, in the amount of $87,921.

On March 18, 2014, the Board approved, and the Chairman signed, the Agreement for the Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc. Funding for drug treatment services has increased from $51,310 to $80,630.

BUDGETARY IMPACT:

Funds are made available through the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Amendment to the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc. has been reviewed and approved by Kristin 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 to the County.

Attachments

Lakeview Agreement Amendment

AMENDMENT TO THE AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG COURT TREATMENT PROGRAM BETWEEN ESCAMBIA COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.

THIS IS THE FIRST AMENDMENT to the Agreement entered into on March 18, 2014, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as "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 whose tax identification number is 59-073787-2 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, on March 18, 2014, the County and Contractor entered into an agreement for Escambia County Adult Drug Court Treatment Program; and

WHEREAS, the parties have mutually agreed to revise certain provisions relating to the available funding sources; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement is amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That paragraph 5.1 is hereby amended to read as follows:

5.1 **Compensation:** 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 ~~$51,310~~ 80,630. The cost per offender shall be $3,665. Final payment will be subject to approval by the Board of County Commissioners.

3. That Exhibit B is amended to read as follows:

EXHIBIT B

FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) 2014-JAGC-ESCA-1-E5-162 Escambia County Cost Center 410571 October 1, 2013 – September 30, 2014
~~$51,310~~ 80,630

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.

4. That the parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

5. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

6. 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 or 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 Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman, authorized to

execute same by Board action on the ____ day of _____, 2014 and Lakeview Center, Inc., by and through its duly authorized President.

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

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

By:_____
Lumon J. May, Chairman

By:_____
Deputy Clerk

Date: _____

(Seal)

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/20/14

CONTRACTOR:
Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
President

By:_____
Secretary

Date: 6/5/2014

(Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6334 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Purchase Order to TIG to Upgrade Network and Storage for New Paperless Filing Systems
From: Will Moore, Admin Services Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Upgrade its Network and Storage to Judiciary Paperless System - William Moore, Court Administration Services Manager

That the Board authorize Escambia County to piggyback off of the State Contract #250-000-09-1, for the issuance of a Purchase Order, in the amount of $71,255.74, for Fiscal Year 2013-2014, for the Court Administration Division, to Technology Integration Group (TIG), Vendor Number 150525, to upgrade the Okaloosa County network and storage system to support the new paperless file system. The system allows the judges to view and manage their Court files electronically. Judges will be able to electronically review and search cases, transmit documents to the Clerk, work remotely, and digitally sign orders.

[Funding Source: Fund 151, Okaloosa Information Technology Fund - 410516/56401]

BACKGROUND:

In 2009, the Florida Legislature mandated electronic filing of court documents and established deadlines for compliance. The electronic filing requirement first went into effect for the Supreme Court and District Court of Appeals on October 1, 2012. The requirement for civil, probate, small claims, and family law courts was implemented April 1, 2013. The deadline for criminal, traffic, and juvenile courts was October 1, 2013. Electronic filing granted the Clerk of Court the opportunity to go paperless, saving resources, funds, staff time, and increasing efficiency. However, with the Clerk going paperless, it requires that the courts have some electronic means to manage, retrieve, view, edit, and send these electronic documents back to the Clerk.

This system is needed to upgrade the Court's IT infrastructure in order to handle this mission critical application. The upgrade will include the purchase of network storage for the electronic documents, upgraded switching gear for faster delivery of court documents, network firewalls, UPSs, and backup system.

The Okaloosa Board of County Commissioners (BCC) approved the Court Administration's recommendation to transfer Okaloosa Court Technology funds from Reserves (410516/59801) to Equipment (410516/56401) during the June 3, 2014, BCC meeting to cover the purchase of this system through TIG, and additional related hardware and software purchases through Dell

and CDW-G. The resume' page of the Okaloosa BCC minutes is attached.

BUDGETARY IMPACT:

Funding for this project will be provided through Fund 151, Okaloosa Court Technology, CC410516, OC56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Purchasing Policy and Procedures.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Court Administration will submit a purchase requisition to the Office of Purchasing for issuance of the Purchase Order. Coordination and implementation of tasks will be provided between Court Technology and TIG.

Attachments

TIG Quote

TIG

Technology Integration Group.

formerly WAVEnet technologies, inc.

Technology Integration Group
Phone: 850-439-0090
Fax: 850-439-0070
106 East Gregory St
Pensacola, FL 32502

Quote
No.: **10248**
Date: 6/2/2014

Prepared for:
Craig Van Brussel (850) 595-4406
First Judicial Circuit
190 Governmental Center
Court Administration 5th Floor
Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
Account No.: 4639
Phone: (850) 595-4406
Fax: (850) 595-0436

Quantity	Item ID	Description	UOM	Sell	Total
	Florida State Contract: 250-000-09-1				
2	ASA5515-K9	asa 5515-X with SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES	EA	$2,997.00	$5,994.00
2	CON-SNT-A15K9	SMARTNET 8X5XNBD ASA 5515-X WITH SW	EA	$0.00	$0.00
	Not on State Contract				
1	Install	Cut in new firewalls, test, etc	HR	$595.00	$595.00

56401
Firewall

Your Price: **$6,589.00**

Total: **$6,589.00**

Prices are firm until 7/2/2014 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com **Date:** 6/2/2014

Accepted by: _____ **Date:**_____

Disclaimer

A) Terms are Net 30 on Approved Credit, otherwise COD. A finance charge of 1.5% per month may be charged on delinquent invoices. A 15% restocking fee applies to all returned merchandise, changed or cancelled.
B) TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.
C) Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

TIG

Technology Integration Group

Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
Technology Integration Group
106 EAST GREGORY STREET
PENSACOLA, FL 32502

CONTRACT#86AGE

Remit Payment To:
Technology Integration Group
P.O. Box 85244
San Diego, CA 92186-5244

Quote No:
101024 - 1
06/04/2014
Expires:
07/04/2014

Please Include Ref No. on check or P.O.

Bill To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Ship To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Account Manager	Prepared By
NIGEL LOS - NIGEL.LOS@TIG.COM	KAREN BARE - KAREN.BARE@TIG.COM

Line	Qty	Part#	Description	Price	Total Price
1	2	225-0135	PCT7048, 48 PORT MANAGED SWITCH, 1 GBE WITH 10GB AND STACKING CAPABILITIES Dell Hardware Limited Warranty Initial Year (931-3067) Dell Hardware Limited Warranty Extended Year(s) (935-7588) Non-Mission Critical 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (939-8152) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (939-8252) Non-Mission Critical 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (954-2170) Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your PowerConnect Switch (954-2350) Dell ProSupport For tech support, visit http //support dell.com/ProSupport or call 1-800-945-3355 (989-3439) Remote Implementation of a Layer 2 Ethernet Switch (923-2669) Declined Remote Consulting Service (973-2426) Stacking Module, 64Gbps, Includes 0.3m Stacking Cable (331-2446)	3,839.30	7,678.60

410516
56401
Network
(2) Switches

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees A finance charge of 1.5% per month may be charged on delinquent invoices All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition After 30 days, repair or exchange only

Sub Total	7,678.60
Tax	0.00
Total	7,678.60

Signature: _____ **Date:** ____/____/____

Print Name: _____ **P.O.:** _____

Disclaimer TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.
Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties Any exception must be negotiated directly with the original equipment manufacturer

TIG

Technology Integration Group.

formerly WAVEnet technologies, inc.

Technology Integration Group
Phone: 850-439-0090
Fax: 850-439-0070
106 East Gregory St
Pensacola, FL 32502

Quote
No.: **10249**
Date: 6/2/2014

Prepared for:
Craig Van Brussel (850) 595-4406
First Judicial Circuit
190 Governmental Center
Court Administration 5th Floor
Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
Account No.: 4639
Phone: (850) 595-4406
Fax: (850) 595-0436

Quantity	Item ID	Description	UOM	Sell	Total
	Florida State Contract: 250-000-09-1				
4	WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	EA	$1,532.80	$6,131.20
4	CON-SNT-WSC296XT	SMARTNET 8X5XNBD Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN	EA	$0.00	$0.00
4	GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	EA	$310.00	$1,240.00
	The Item below is NOT on State Contract				
5	F2F202L7-03M	3M DPLX FIBER OPTIC CBL LC SC 62.5/125, MMF	EA	$35.00	$175.00
1	Install	Installation	HR	$895.00	$895.00

(4) switches

(4) 100base SFP Transceiver

(5) Fiber Optic Cable

Your Price: **$8,441.20**

Total: **$8,441.20**

ns: Net 30

tig.com

Date: 6/2/2014

Accepted by: _____ 410516 _____ **Date:**_____

56401 ASK

Disclaimer

A) Terms are Net 30 on Approved Credit, otherwise C th may be charged on delinquent invoices. A 15% restocking fee applies to all returned

B) TIG resells products from numerous manufacturers. nufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.

C) Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

TIG

Technology Integration Group.

formerly WAVEnet technologies, Inc.

Technology Integration Group
Phone: 850-439-0090
Fax: 850-439-0070
106 East Gregory St
Pensacola, FL 32502

Quote
No.: **10259**
Date: 6/6/2014

Prepared for:
Craig Van Brussel (850) 595-4406
First Judicial Circuit
190 Governmental Center
Court Administration 5th Floor
Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
Account No.: 4639
Phone: (850) 595-4406
Fax: (850) 595-0436

Quantity	Item ID	Description	UOM	Sell	Total
1	OL3LWZF1-EL1ES	EXP 12MO BACKUP EXEC 2014 SVR WIN PER SVR BNDL STD LIC BS ESS	EA	$742.04	$742.04
4	Z2XJWZF1-EL1ES	EXP 12MO BACKUP EXEC 2014 AGT FOR WIN WIN BNDL STD LIC BS ESS	EA	$443.73	$1,774.92
1	LITGWZF1-EL1ES	EXP 12MO BACKUP EXEC 2014 AGT FOR APP AND DB WIN STD LIC BS ESS	EA	$742.04	$742.04

55201
Backup Exec
Software

Your Price: **$3,259.00**

Total: **$3,259.00**

Prices are firm until 7/6/2014 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com

Date: 6/6/2014

Accepted by: _____ **Date:**_____

Disclaimer

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B) TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.
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TIG

Technology Integration Group

Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
Technology Integration Group
106 EAST GREGORY STREET
PENSACOLA, FL 32502

CONTRACT#86AGE

Remit Payment To:
Technology Integration Group
P.O. Box 85244
San Diego, CA 92186-5244

Quote No:
101151 - 1
06/05/2014
Expires:
07/05/2014

Please Include Ref No. on check or P.O.

Bill To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Ship To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Account Manager	Prepared By
NIGEL LOS - NIGEL.LOS@TIG.COM	KAREN BARE - KAREN.BARE@TIG.COM

Line	Qty	Part#	Description	Price	Total Price
1	1	225-4565	POWERVAULT TL2000 TAPE LIBRARY, 2U, 24 SLOT, 1 OR 2 DRIVES 6Gb SAS HBA, Dual Port (342-1091) Qty 2, SAS, 6Gb,EXT,CBL,2MTR (330-8772) Dell Hardware Warranty, Extended Year(s) (985-3228) Dell Hardware Warranty Plus OnSite Service Inital YR (985-3267) Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (988-5752) ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (988-5792) Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year (988-9300) Dell ProSupport. For tech support, visit http //support dell com/ProSupport or call 1-800-945-3355 (989-3439) On-Site Installation Declined (983-5227) Proactive Maintenance Service Declined (926-2979) No Media selected (341-3038) LTO6 Tape Labels 1 - 60 (412-1107) LTO-6 SAS Tape Drive (445-BBBI) 2	10,431.55	10,431.55
2	3	310-5084	CLEANING CARTRIDGE FOR LTO ULTRIUM TAPE DRIVES	51.05	153.15
3	5	342-5458	LTO-6 MEDIA 5 PK CUST KIT	652.95	3,264.75

Backup
- Tape Library ___ 410516 ___/___/___
___ 56401 a, ___
55201

. It is common industry practice for manufacturers to offer incentives and rebates for product ch incentives. No representation or warranty to the contrary is made
ns and conditions of the original equipment manufacturers product and software licenses and original equipment manufacturer

Line	Qty	Part#	Description	Price	Total Price
				Sub Total	13,849.45
				Tax	0.00
				Total	13,849.45

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only.
Please Click Here to provide a feedback survey.

Signature: _____ **Date:** ____ / ____ / ____

Print Name: _____ **P.O.:** _____

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Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

TIG

Technology Integration Group

Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
Technology Integration Group
106 EAST GREGORY STREET
PENSACOLA, FL 32502

CONTRACT#86AGE

Remit Payment To:
Technology Integration Group
P.O. Box 85244
San Diego, CA 92186-5244

Quote No:
101022 - 1
06/04/2014
Expires:
07/04/2014

Please Include Ref No. on check or P.O.

Bill To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Ship To:
FIRST JUDICIAL CIRCUIT
190 GOVERNMENTAL CENTER
COURT ADMINISTRATION 5TH FLOOR
PENSACOLA, FL 32502

Account Manager	Prepared By
NIGEL LOS - NIGEL.LOS@TIG.COM	KAREN BARE - KAREN.BARE@TIG.COM

Line	Qty	Part#	Description	Price	Total Price
1	1	225-1190	DELL EQUALLOGIC PS6100X, MAINSTREAM PERFORMANCE, 10K SAS DRIVES 4TB capacity, 10K SAS, 24x 600GB (342-3372) Dual Controllers, HA with failover (331-2545) EqualLogic array may not be returned (468-8817) Synchronous and Point-in-Time Replication (468-7110) Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155) SAN HQ multi group monitoring software (468-7156) ReadyRails II Static Rails for 4-post Racks (770-BBCL) MISSION CRITICAL PACKAGE: Enhanced Services 3 Year (936-8388) EqualLogic Advanced Software Warranty and Service 7x24 Access 3 Year (954-0109) ProSupport: 7x24 HW / SW Tech Support and Assistance 3 Year (954-7452) Dell Hardware Limited Warranty Initial Year (968-2911) Dell Hardware Limited Warranty Extended Year (968-2912) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-2945) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-2948) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) Remote Implementation of a Dell Equallogic Array (961-3859)	31,438.49	31,438.49

Storage unit - SAN
56401

Signature: _____ **Date:** ___ / ___ / ___

Print Name: _____ **P.O.:** _____

Disclaimer: TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

Line	Qty	Part#	Description	Price	Total Price
			Proactive Maintenance Service Declined (926-2979) EqualLogic Non-Standard Reference Architecture (996-7559) Declined Remote Consulting Service (973-2426) AC Power Supply for 2U arrays, Redundant, 700W (332-1532) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)		

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only.
Please Click Here to provide a feedback survey.

Sub Total	31,438.49
Tax	0.00
Total	31,438.49

Signature: _____ **Date:** ____ / ____ / ____

Print Name: _____ **P.O.:** _____

Disclaimer: TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.
Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6275 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Fiscal Year 2014-2015 Detailed Work Plan Budget - Mosquito Control
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Detailed Work Plan Budget for the Mosquito Control Division for Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, Bureau of Entomology and Pest Control, Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2014-2015; and

B. Authorize the Chairman to sign the document.

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2014-2015 grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2014-2015 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this recommendation will require no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Community and Environment Department/Mosquito Control Division will forward the required documents to the appropriate State offices.

Attachments

Detailed Work Plan Budget Mosquito Control

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7997

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Bureau of Entomology and Pest Control
3125 Conner Blvd, Suite N,
MS C-41
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 14
ENDING SEPTEMBER 30, 20 15

PREPARED BY: Robert R Betts, Division Manager
DATE: June 26, 2014

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Lumon J. May
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: June 26, 2014

PAGE 1 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			**$584,093**	**$584,093**	**$0**								
334.1	State Grant			**$31,540**	**$0**	**$31,540**								
362	Equipment Rentals			**$0**	**$0**	**$0**								
337	Grants and Donations			**$0**	**$0**	**$0**								
361	Interest Earnings			**$0**	**$0**	**$0**								
364	Equipment and/or Other Sales			**$0**	**$0**	**$0**								
369	Misc./Refunds (prior yr expenditures)			**$0**	**$0**	**$0**								
380	Other Sources			**$0**	**$0**	**$0**								
389	Loans			**$0**	**$0**	**$0**								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

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DATE: June 26, 2014

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BUREAU OF ENTOMOLOGY AND PEST CONTROL

DATE:

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AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Lumon J. May
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE: June 26, 2014

PAGE 2 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	EXPENDITURES													
10	Personal Services													
	R. Betts, Division Manager	**2080**	**$34.03**	**$72,906**	**$72,906**	**$0**								
	M. Mello, Mosquito Control Supervisor	**2080**	**$16.79**	**$35,969**	**$35,969**	**$0**								
	J. Sanders, Fleet Maint Technician	**2080**	**$20.18**	**$43,247**	**$43,247**	**$0**								
	Vacant	**2080**	**$11.25**	**$24,102**	**$24,102**	**$0**								
	D. Kyle, Mosquito Control Technician	**2080**	**$11.59**	**$24,830**	**$24,830**	**$0**								
	F. Hicks, Mosquito Control Technician	**2080**	**$11.25**	**$24,102**	**$24,102**	**$0**								
	K. Sargent, Mosquito Control Technician	**2080**	**$11.59**	**$24,830**	**$24,830**	**$0**								
	C. Rooker, Mosquito Control Technician	**2080**	**$13.04**	**$27,927**	**$27,927**	**$0**								
	E. Wise, Mosquito Control Technician	**2080**	**$13.04**	**$27,927**	**$27,927**	**$0**								
	V. McClure, Sr. Office Support Assistant	**2080**	**$16.34**	**$35,003**	**$35,003**	**$0**								
	Overtime	**55**	**$108.20**	**$6,000**	**$0**	**$6,000**								
	Total Personal Services			**$346,843**	**$340,843**	**$6,000**								
20	Personal Services Benefits													
	FICA Taxes	**1 Year**	**7.65%**	**$26,073**	**$26,073**	**$0**								
	Retirement Contributions	**1 Year**		**$26,945**	**$26,945**	**$0**								
	Life and Health Insurance	**1 Year**		**$90,000**	**$90,000**	**$0**								
	Workers' Compensation	**1 Year**		**$22,293**	**$22,293**	**$0**								
	Total Personal Services Benefits			**$165,311**	**$165,311**	**$0**								
30	Operating Expense													
	Uniforms			**$1,300**	**$1,300**	**$0**								
40	Travel & Per Diem													
	Per Diem or Meals			**$12,698**	**$500**	**$12,198**								
41	Communication Serv													
	Communication Serv			**$3,200**	**$3,200**	**$0**								
42	Freight Services													
	Freight Services			**$800**	**$500**	**$300**								
43	Utility Service													
	Utility Service			**$0**	**$0**	**$0**								
44	Rentals & Leases													
	Rentals & Leases			**$500**	**$500**	**$0**								
	Sub-Totals Tab (2A)			**$530,652**	**$512,154**	**$18,498**								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

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Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 14
ENDING SEPTEMBER 30, 20 15

PREPARED BY: Robert R Betts, Division Manager

DATE: June 26, 2014

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL

DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Lumon J. May
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE: June 26, 2014

PAGE 3 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	EXPENDITURES													
45	Insurance			**$0**	**$0**	**$0**								
46	Repairs & Maintenance													
	Maintenance of Automotive Equipment			**$4,450**	**$4,100**	**$350**								
	Maintenance of Office Equipment			**$650**	**$650**	**$0**								
	Maintenance of Other Equipment			**$3,750**	**$3,750**	**$0**								
	Sub-Total Repair & Maintenance			**$8,850**	**$8,500**	**$350**								
47	Printing and Binding													
	Printing and Binding			**$950**	**$650**	**$300**								
48	Promotional Activities													
				$0	**$0**	**$0**								
49	Other Charges													
	License Fee			**$1,570**	**$1,570**	$0								
51	Office Supplies													
	Office Supplies/Materials			**$1,500**	**$1,500**	**$0**								
52.1	Gasoline/Oil/Lube													
	Gasoline	**1 Year**	**$4.00**	**$28,042**	**$28,042**	**$0**								
	Oil 5W-20	**2**	**$200.00**	**$400**	**$400**	**$0**								
	Transmission Fluid	**0**	**$0.00**	**$0**	**$0**	**$0**								
	Brake Fluid	**1**	**$51.00**	**$51**	**$51**	**$0**								
	Power Steering Fluid	**0**	**$0.00**	**$0**	**$0**	**$0**								
	Windshield Washer Fluid	**5**	**$35.88**	**$179**	**$179**	**$0**								
	Sub-Total Operation Supplies (51-52.1)			**$28,672**	**$28,672**	**$0**								
52.2	Chemicals													
	Kontrol (Per Gallon)	**875**	**$19.42**	**$16,022**	**$10,681**	**$5,341**								
	Methoprene XR Briquets (150-Day) (per Case)	**7**	**$682.00**	**$4,774**	**$4,774**	**$0**								
	BTI Flowable Liquid (per Case)	**7**	**$208.55**	**$1,460**	**$1,460**	**$0**								
	Four Star Briquet (180-Day) (per-Case)	**13**	**$621.66**	**$8,082**	**$8,082**	**$0**								
	Natular XRT (per-Case)	**3**	**$856.90**	**$2,571**	**$0**	**$2,571**								
	Sub-Total Chemicals (52.2)			**$32,908**	**$24,996**	**$7,911**								
	Sub-Totals Tab (2B)			**$74,450**	**$65,889**	**$8,561**								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

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DATE: June 26, 2014

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL

DATE:

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APPROVED BY: Lumon J. May
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE: June 26, 2014

PAGE 4 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	EXPENDITURES													
52.3	Protective Clothing													
	Clothing and Wearing Apparel			**$770**	**$770**	**$0**								
52.4	Misc. Supplies													
	Miscellaneous Supplies and Incidentals			**$2,451**	**$2,000**	**$451**								
	Entomological Supplies/Dry Ice			**$1,000**	**$600**	**$400**								
52.5	Tools & Implements													
	Tools and Small Implements			**$530**	**$530**	**$0**								
	Sub-Total Operation Supplies (51-52.1)			**$28,672**	**$28,672**	**$0**								
	Sub-Total Chemicals (52.2)			**$32,908**	**$24,996**	**$7,911**								
	Total Operating Supplies			**$66,331**	**$57,569**	**$8,762**								
54	Publications & Dues													
	Books, Publications & Subscriptions			**$0**	**$0**	**$0**								
	Memberships - FMCA			**$930**	**$650**	**$280**								
	Memberships - AMCA			**$850**	**$0**	**$850**								
55	Training													
	Training			**$4,000**	**$1,500**	**$2,500**								
	Sub-Total (Accts 54-55)			**$5,780**	**$2,150**	**$3,630**								
60	Capital Outlay			**$0**	**$0**	**$0**								
71	Principal			**$0**	**$0**	**$0**								
72	Interest			**$0**	**$0**	**$0**								
81	Aids to Government Agencies			**$0**	**$0**	**$0**								
83	Other Grants and Aids			**$0**	**$0**	**$0**								
89	Contingency (Current Year)			**$4,000**	**$0**	**$4,000**								
99	Payment of Prior Year Accounts													
	Sub-Totals Page (2A)			**$530,652**	**$512,154**	**$18,498**								
	Sub-Totals Page (2B)			**$74,450**	**$65,889**	**$8,561**								
	Sub-Totals (2C			**$10,531**	**$6,050**	**$4,481**								
	Total Budgetary Expenditures and Balance			**$619,633**	**$584,093**	**35,540**								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
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PREPARED BY: Robert R Betts, Division Manager
DATE: June 26, 2014

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL
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APPROVED BY: Lumon J. May
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: June 26, 2014

PAGE 5 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RESERVES													
0.001	Reserves - Future Capital Outlay			$0	$0	$0								
0.002	Reserves - Self-Insurance			$0	$0	$0								
0.003	Reserves - Cash Balance to be Carried Forward			$0	$0	$0								
0.004	Reservies - Sick and Annual Leave Trans Out			$0	$0	$0								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6244 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Federally-Funded Subgrant Agreement #15-FG-XX-01-27-01-084
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract #15-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subgrant Agreement, providing funds in the amount of $104,682, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2014, through June 30, 2015; and

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

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that *"This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County.* "

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to organization, planning, training, and exercises. These funds require a dollar-for-dollar match that is applied against the current Escambia County Division of Emergency Management's budget. No additional matching funds are required. This agreement is providing funds in the amount of $104,682, with a contract period of July 1, 2014, through June 30, 2015.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planning, training, and exercise cost reimbursment to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current General Fund support of the Escambia County Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPG Contract #15-FG-XX-01-27-01-084

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**, (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 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 F.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2014 and shall end June 30, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program 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.

(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
OR
DEMSingle_Audit@em.myflorida.com

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
OR
DEMSingle_Audit@em.myflorida.com

(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, Fla. Stat. 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) REPORTS

(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 60 days after termination of this Agreement or 60 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 E.

(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 B 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, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division 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, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent

authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Teresa A. Warner
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505
Telephone: 850-471-6409
Fax: 850-471-6455
Email: jsdosh@myescambia.com

(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, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget
Attachment B – Scope of Work
Attachment C – Budget Narrative Recordkeeping
Attachment D – Deliverables
Attachment E – Reports
Attachment F – Program Statutes, Regulations and Special Conditions
Attachment G – Justification of Advance Payment
Attachment H – Warranties and Representations
Attachment I – Certification Regarding Debarment
Attachment J – Statement of Assurances
Attachment K – Reporting Forms

(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 **$104,682.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., 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 G. Attachment G 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 Program 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 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.

All funds received hereunder shall be placed in an 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 **July 31, 2015**, 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.

Federal funds provided under this Agreement shall be matched by the Recipient <u>dollar for dollar</u> from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

Escambia County Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505

(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) <u>MANDATED CONDITIONS</u>

(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 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. 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, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All 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 J.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Name and title: Lumon J. May, Chairman
Date:_____
FID#: 59-6000-598
DUNS # 07-507-9673

Date BCC Approved:_____
Date BCC Executed:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 5/22/14

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By:_____
Name and Title: _____

Date:_____

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: Emergency Management Performance Grant # 97.042
Award amount: $ 104,682.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:
Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
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:

1. *Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2014 Emergency Management Performance Grants Program.*
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 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

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2014 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- The transfer of funds between the categories listed in the Program Budget is permitted.

- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 – Emergency Management Performance Grants Program	ESCAMBIA COUNTY	Organizational Expenditures	$ 91,182.00
		Planning Expenditures	$ 0.00
		Training Expenditures	$ 3,500.00
		Exercise Expenditures	$ 0.00
		Equipment Expenditures	$10,000.00
		Management and Administration Expenditures (5%)	$ 0.00
Total Award			$104,682.00

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in Attachment C Eligible Expenses. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

EMPG Base Grant funding is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 4 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division 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.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C

Budget Narrative

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2014 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management.** Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2014 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments (*Office of Management and Budget [OMB] *Circular A-87).*

B. Planning

Planning spans across all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2014 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see *http://www.fema.gov/pdf/recoveryframework/ndrf.pdf*.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

C. Training

FY 2014 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Each EMPG Program funded position is REQUIRED to complete the following training(s) during this contract period or show proof (certificate) that each training has been completed. These training requirements are also outlined in Attachment D, #2.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at *http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.*

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at *http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.*

To ensure the professional development of the emergency management workforce, the grantee must ensure a routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, 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 or training 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 training cycle.
- ***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.*** 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.*** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits 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.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA 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 which involve training of trainers.

D. Exercises

All EMPG Program funded personnel are <u>REQUIRED</u> to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment D, #2)

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use 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 cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***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 (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities

- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate 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) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at *http://www.llis.dhs.gov/knowledgebase*. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2014 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at *http://www.fema.gov/media-library/assets/documents/85376*.

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based

training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf;
- Information Bulletin 345, Programmatic Environmental Assessment, available at http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf; and
- Information Bulletin 356, EHP Screening Form, available at http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (*http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf*) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an 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 months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG 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 (DOL) wage determinations, is available from the following website: *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

IV. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 4 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
   - Recipient will need to attend at least the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2014 – June 30, 2015):

2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2014 – June 30, 2015) shall provide the following items. This shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org
   - Participate in no less than three (3) exercises within the 12 month Agreement period
   - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
   - Complete: IS 100, 200, 700 and 800

3. **National Incident Management System (NIMS)** - Due to the NIMSCAST system being terminated the Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction before ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit by June 1, 2015.

Attachment E

Reports

A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.

B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**

- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
- Copies of the general ledger each quarter should also be provided.

C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the required training completed and the required amount of exercises during the agreement period by those employees.**

E. **The final close-out report is due sixty days after termination of this Agreement.**

F. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

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

1. 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

   - 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)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. 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 uses of funds under this grant will be in accordance with the FY 2014 Emergency Management Performance Grants Funding Opportunity Announcement.

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.

Attachment G

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

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for 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 H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am until 5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment I

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:

_____

By:_____
Signature

_____
Recipient's Name

_____
Name and Title

_____
DEM Contract Number

_____
Street Address

_____
Project Number

_____
City, State, Zip

_____
Date

Attachment J

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6251 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: State-Funded Subgrant Agreement #15-BG-83-01-27-01-017
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management, State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract #15-BG-83-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2014, through June 30, 2015; and

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

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that *"This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."*

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330405]

BACKGROUND:

The State of Florida created the EMPA in 1993 to provide funding assistance to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of $105,806 for fiscal year 2014-2015, with a contract period of July 1, 2014, through June 30, 2015.

BUDGETARY IMPACT:

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management, with an indirect match requirement, "At a minimum, the recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside the local emergency management agency as defined by Section 252.38, Florida Statues, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative (Code) by its execution of this Agreement, and as a condition precedent to receipt of funding."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPA Contract #15-BG-83-01-27-01-017

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the 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 F.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2014 and shall end June 30, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program 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.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other 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 this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) 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 60 days after termination of this Agreement or 60 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 E.

(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 B 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, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division 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, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after

receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Teresa A. Warner
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505
Telephone: 850-471-6409
Fax: 850-471-6455
Email: jsdosh@myescambia.com

(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, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Program Budget
Attachment B – Scope of Work
Attachment C – Budget Narrative
Attachment D – Deliverables
Attachment E – Reports
Attachment F – Program Statutes, Regulations and Program Requirements
Attachment G – Justification of Advance Payment
Attachment H – Warranties and Representations
Attachment I – Certification Regarding Debarment
Attachment J – Statement of Assurances
Attachment K – Reporting Forms

(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 **$105,806.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., 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 G. Attachment G 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 Program 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 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.

All funds received hereunder shall be placed in an 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.

Any requests received after **July 31, 2015**, 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.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

Escambia County Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the

requirements of this Agreement. All of said information, representations, and materials 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 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. 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, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(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 J.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Name and title: Lumon J. May, Chairman
Date:_____
FID# 59-6000-598

Date BCC Approved:_____
Date BCC Executed:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 5/22/14

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By:_____
Name and Title: _____

Date:_____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -
State awarding agency: Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Programs
Catalog of State Financial Assistance number: 31.063
$105,806.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.
Eligible recipients for these funds are limited to the 67 Florida counties.

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

Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014-2015 – Emergency Management Preparedness and Assistance Grant	ESCAMBIA COUNTY	Salary and Benefits	$ 0.00
		Other Personal/Contractual Services (OPS)	$ 0.00
		Expenses	$101,800.00
		Operating Capital Outlay (OCO)	$ 0.00
		Fixed Capital Outlay (FCO)	$ 4,006.00
Total Award			$105,806.00

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 5 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division 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.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C

Budget Narrative

I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2014-2015 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
    - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and

renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management deliverables throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two deliverables in the series of 1 to 5 not completed will cause a 5% reduction in the overall amount of the reimbursement authorized in this agreement. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.

   A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2014 – June 30, 2015):
      - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
      - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
      - Florida Governor's Hurricane Conference or National Hurricane Conference
      - Florida Emergency Preparedness Association Annual Meeting
      - Florida Emergency Preparedness Association Mid Year Work Session
      - Local Mitigation Strategy (LMS) Workshops
      - Professional Development Conferences & Training

   B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.

   C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.

   D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.

2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2014 – June 30, 2015), the county shall:

   A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. This shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org.
      - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and

- Participate in at least one (1) conference call.

B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. This shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2015**. This shall include:

   A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.

   B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

   Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

   NOTES:
   - Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
   - If a county maintains a GIS data download website, that URL may simply be provided.
   - If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
   - Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org, no later than June 1, 2015.

   A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
      - County Government Emergency Fuel Strategy
      - Utilization of private business and industry in meeting emergency resource needs
      - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency
      - Location, survey forms and attributes information for county logistical staging areas
      - Location and attribute information for Points of Distribution (POD) sites and Comfort Stations

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org. All information shall be verified by the county.

A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)

B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.

C) Develop and submit a strategy to ensure that by **June 1, 2015**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.

D) Develop and submit a strategy to ensure that by **June 1, 2015**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.

E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)

F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

Attachment E

Reports

A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.

B. The Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.

- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
- OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
- Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
- OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
- FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
- Copies of the general ledger each quarter should also be provided.

C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

D. **The final close-out report is due sixty days after termination of this Agreement.**

E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**

F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2014. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2014.

H. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment G

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

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for 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 inclnde 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 Shnmard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am until 5:00 pm weekdays, excluding recognized holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment I

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:

_____

By:_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

_____
Recipient's Name

_____
DEM Contract Number

_____
Project Number

Attachment J

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6352 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 2616 North "L" Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, 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:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Council Donald, Jr., the owner of residential property located at 2616 North "L" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $1,375, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for sanitary sewer connection;

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

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 promote private investment which will upgrade the appearance, increase property values, and stimulate economic activity on selected commercial corridors and residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

Council Donald, Jr. 2616 North L Street, Englewood TIF, Cost Center 220520, $1,375

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

Council Donald Jr_Res Rehab

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **26th** day of **June 2014,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Council Donald, Jr.,** (the "Recipient"), owner of residential property located at **2616 North L Street,** Pensacola, Florida, **32501**.

WITNESSETH:

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

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

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

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

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,375**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,375**, which shall be comprised of a cash contribution of **$1,375**.

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

5. Term: The work to be performed for the Project shall commence after the **26th** day of **June 2014**, and the Project shall be complete on or before the **26th** day of **September 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

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

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

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

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

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

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Council Donald, Jr.
12 Labrador Court
Columbus, GA 31909

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: KHual/ACA

Date: 4/29/14

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

BCC Approved: _____

(SEAL)

For Recipient:

_____
Council Donald, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2014 by Council Donald, Jr., Property Owner. He (__) is personally known to me or (✓) has produced GA #052216539 as identification.

(Notary Seal) CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

_____
Signature of Notary Public

Clara F. Long
_____
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Council Donald, Jr.**
Property Address: **2616 North L Street, Pensacola, Florida, 32501**

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

Sanitary sewer connection.

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Council Donald, Jr.	**2616 North L Street** **Pensacola, FL 32501**	**17-2S-30-1600-138-138**

Total Amount of Lien **$1,375**

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:

_____
Council Donald, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2014 by Council Donald, Jr., Property Owner. He (__) is personally known to me or (✓) has produced GA #052216539 as identification.

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

(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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/23/14

Sanitary Sewer Connection

2616 North L Street – Council Donald, Jr.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6353 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Rescinding Residential Rehab Grant Program Funding and Lien Agreements
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of January 16, 2014, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $3,145, 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 installing a new central heating and air conditioning system; and

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

BACKGROUND:

On January 16, 2014, the Board approved the Residential Rehab Grant Program Funding and Lien Agreement between Escambia County CRA and Willie Mae West. Due to unforeseen circumstances, the applicant was not able to perform the Grant improvements. A copy of the Board minutes from January 16, 2014 is attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal review required.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required to rescind the previously approved Grant.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Willie Mae West

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board ratify the following January 16, 2014, 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 3205 West Lee Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eva Roberts, the owner of residential property located at 3205 West Lee Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of $3,730, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for electrical rewiring and replacing windows; and

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

Approved 5-0

11. Recommendation: That the Board ratify the following January 16, 2014, 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 114 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $3,145, 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 installing a new central heating and air conditioning system and

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

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6354 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Commercial Facade, Landscape and Infrastructure Grant Program Lien Cancellations
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of Two Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the Cancellation of the following two Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Gabriel C. Olsen	1108 South Old Corry Field Road	$1,814
Pete Moore Chevrolet, Inc.	106 New Warrington Road	$7,800

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Liens document as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien.

Attachments

Gabriel C. Olsen

Pete Moore Chevrolet

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 **$1,814** executed by **Gabriel C. Olsen**, and recorded in Official Record Book **7037** at pages **258-259**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/13/24

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
5/16/2013 CAR II-12

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013046786 06/26/2013 at 12:52 PM
OFF REC BK: 7037 PG: 258 - 259 Doc Type L
RECORDING: $18 50

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.
Gabriel C. Olsen	**1108 South Old Corry Field Road Pensacola, Florida 32507**	**05-2S-30-5000-013-008**

Total Amount of Lien **$1,814**

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.

Date: 5/20/2013 Verified By: [illegible]

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Gabriel C. Olsen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of April, 2013 by **Gabriel C. Olsen,** Property Owner. He/She (____) is personally known to me or (✓) has produced Military Identification as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 Fl. Notary Discount Assoc. Co. 1-800-3-NOTARY

Signature of Notary Public

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 4/4/13

For: **Escambia County Board of County Commissioners**

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

Date Executed: 05-16-2013

BCC Approved: 05-16-2013

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
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 **$7,800** executed by **Pete Moore Chevrolet, Inc.**, and recorded in Official Record Book **7033** at pages **84-85**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/13/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013044374 06/18/2013 at 04:16 PM
OFF REC BK: 7033 PG: 84 - 85 Doc Type: L
RECORDING: $18.50

Escambia County
Clerk's Original
8/23/2012 CAR II-15

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.
Pete Moore Chevrolet, Inc.	**106 New Warrington Road Pensacola, Florida 32507**	**37-2S-30-3000-001-001**

Date: 8/26/2012 Verified By: D. Hanna

Total Amount of Lien **$7,800**

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: Pete Moore Chevrolet, Inc.

Peter R. Moore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of August, 2012 by **Peter R. Moore,** Property Owner. He/She (__) is personally known to me or (__) has produced FL Lic M600 ... 5 ... as identification.

(Notary Seal) CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date Executed: August 23, 2012

BCC Approved: 08-23-2012

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

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

This document approved as to form and legal sufficiency.
By: [signature]
Title: ACA
Date: 7/27/12

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6355 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Cancellation of Six Residential Rehab Grant Program Liens
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Six Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following June 26, 2014, 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 six Lien cancellations, as the Grant recipients have met their Residential Rehab Grant Program requirements:

Property Owner	Address	Amount
Myrtle Barnes	1202 Wisteria Avenue	$1,275
Robert E. Coffield	303 Payne Road	$1,487
Robert E. Davis, Jr.	213 Betty Road	$1,087
Gary E. Elowsky	214 Betty Road	$920
Whitney Vaughan Fike	205 Rue Max Street	$950
Janet R. Thompson	302 Southeast Kalash Road	$1,137

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the 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 the owner.

Attachments

Myrtle Barnes
Robert E. Coffield
Robert E. Davis, Jr.
Gary E. Elowsky
Whitney Vaughan Fike
Janet R. Thompson

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 **$1275**, executed by **Myrtle Barnes** and recorded in Official Record Book **7037** at pages **254-255**, 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

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/5/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/18/2013 CAR II-13

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013046784 06/26/2013 at 12:52 PM
OFF REC BK: 7037 PG: 254 - 255 Doc Type L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Myrtle Barnes	**1202 Wisteria Avenue Pensacola, FL 32507**	**50-2S-30-5000-250-014**

Total Amount of Lien **$1,275**

Date: 4/22/2013 Verified By: Ottavia

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:

Myrtle Barnes

Myrtle Barnes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of March, 2013 by **Myrtle Barnes**, Property Owner. He/She ( ) is personally known to me or (✓) has produced FL License as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

Date Executed: 4/18/2013

BCC Approved: 4/18/2013

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: Kristin Hual
Title: AGA
Date: 3/12/13

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 **$1,487**, executed by **Robert E. Coffield** and recorded in Official Record Book **7037** at pages **260-261**, 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

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/20/2013 CAR II-3

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013046787 06/26/2013 at 12:52 PM
OFF REC BK. 7037 PG: 260 - 261 Doc Type: L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Robert E. Coffield	**303 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-458-022**

Total Amount of Lien **$1,487**

Date: 6/24/2013 Verified By: K. Carson

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 Grants 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:

Robert E. Coffield, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2013 by **Robert E. Coffield**, Property Owner. ~~He~~/She (__) is personally known to me or (✓) has produced FLlic C143...47..0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
1-800-3-NOTARY
FL Notary Discount Assoc. Co

Signature of Notary Public

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

Date Executed: 6/20/2013

BCC Approved: 6/20/2013

This document approved as to form and legal sufficiency

By

Title HCA

Date 5/8/13

This instrument prepared by:
Clara Long, Development Program Manager
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 **$1,087**, executed by **Robert E. Davis, Jr.** and recorded in Official Record Book **7025** at pages **1986-1987**, 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

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/15/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/18/2013 | CAR II-12

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013039794 06/04/2013 at 03:29 PM
OFF REC BK: 7025 PG: 1986 - 1987 Doc Type: L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Robert E. Davis, Jr.	**213 Betty Road** **Pensacola, FL 32507**	**50-2S-30-5012-010-031**

Total Amount of Lien **$1,087**

Date: 4/22/2013 Verified By: [illegible]

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:

Robert E. Davis, Jr

Robert E. Davis, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March, 2013 by **Robert E. Davis, Jr.**, Property Owner. (He)/She (__) is personally known to me or (✓) has produced FL LicD120...46...0 as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 Fl. Notary Discount Assoc. Co. 1-800-3-NOTARY

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [signature]
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ★ ESCAMBIA CO., FL ★ SEAL

Date Executed: 4/18/2013

BCC Approved: 4/18/2013

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: [signature]
Title: ACA
Date: 3/12/13

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 **$920**, executed by **Gary E. Elowsky** and recorded in Official Record Book **7033** at pages **86-87**, 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

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/15/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
5/16/2013 CAR II-11

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013044375 06/18/2013 at 04:16 PM
OFF REC BK: 7033 PG: 86 - 87 Doc Type: L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Gary E. Elowsky	214 Betty Road Pensacola, FL 32507	50-2S-30-5012-026-032

Date: 5/20/2013 Verified By: DHarris

Total Amount of Lien **$920**

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 Grants 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:

Gary E. Elowsky, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of April, 2013 by **Gary E. Elowsky**, Property Owner. He/She ( ) is personally known to me or (✓) has produced FL lic E420-554-0 as identification.

(Notary Seal) CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Signature of Notary Public

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

Deputy Clerk

Date Executed: 05-16-2013

BCC Approved: 05-16-2013

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

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 4/4/13

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 **$950**, executed by **Whitney Vaughan Fike** and recorded in Official Record Book **7025** at pages **1988-1989**, 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

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/15/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/21/2013 CAR II-11

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013039795 06/04/2013 at 03:29 PM
OFF REC BK: 7025 PG: 1988 - 1989 Doc Type: L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Whitney Vaughan Fike	**205 Rue Max Street** **Pensacola, FL 32507**	**50-2S-30-5012-003-027**

Total Amount of Lien **$950**

Date: 2/25/2013 Verified By: D. Hanna

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:

Whitney Vaughan Fike

Whitney Vaughan Fike, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 by **Whitney Vaughan Fike**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Lic F200 ... 84 ... as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Clara F Long
Signature of Notary Public

Clara F Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

Date Executed: February 22, 2013

BCC Approved: 02-21-2013

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: [signature]
Title: [illegible]
Date: 1/14/13

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 **$1,137**, executed by **Janet R. Thompson** and recorded in Official Record Book **7037** at pages **256-257**, 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

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/15/14

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
5/16/2013 CAR II-10

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013046785 06/26/2013 at 12:52 PM
OFF REC BK: 7037 PG: 256 - 257 Doc Type: L
RECORDING: $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Janet R. Thompson	**302 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-476-022**

Date: 5/20/2013 Verified By: [illegible]

Total Amount of Lien **$1,137**

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 Grants 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:

Janet R. Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of April, 2013 by **Janet R. Thompson**, Property Owner. He/She (__) is personally known to me or (✓) has produced Florida Driver License as identification.

Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

(Notary Seal)
CAROLYN M. BARBOUR
MY COMMISSION # EE 200757
EXPIRES: May 21, 2016
Bonded Thru Notary Public Underwriters

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

SEAL
BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

Date Executed: 05-16-2013

BCC Approved: 05-16-2013

This instrument prepared by:
Clara Long, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 4/18/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6350 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Defense Infrastructure Grant Agreement with Enterprise Florida, Inc. (Fiscal Year 2012/2013)
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Defense Infrastructure Grant Agreement for Fiscal Year 2012/2013 between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Defense Infrastructure Grant (DIG) Agreement for Fiscal Year 2012/2013 between Enterprise Florida, Inc., and Escambia County:

A. Rescind the following Board's action of September 5, 2013, concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County (Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required):

1. Acknowledging, for the Board's Records, the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

2. Ratifying the Chairman's signature on the Infrastructure Grant Agreement; and

3. Authorizing the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board ;

B. Accept the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

C. Approve and authorize the Chairman to sign the Grant Agreement with Enterprise Florida, Inc.; and

D. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

BACKGROUND:

The $200,000 grant award from the Enterprise Florida Defense Infrastructure Grant Program for FY 12/13 will provide funding to purchase property to reduce density within Airfield Influence Planning Districts (AIPDs) I and II, as depicted in the 2003 Escambia County Joint Land Use Study (JLUS). This agreement was originally acknowledged by the Board on September 5, 2013, but was never finalized due to modifications made by Enterprise Florida after the fact. To date, over $1,000,000 has been received by Escambia County through the Defense Infrastructure Grant Program. This project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition.

BUDGETARY IMPACT:

No County matching funds are required for this grant award. [Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement has been reviewed by Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency. As a condition of the Grant, Enterprise Florida, Inc., is requiring that Leon County, Florida, serve as the jurisdiction for any action brought in connection with this agreement.

PERSONNEL:

Community & Environment Department staff will manage the Grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A. requires approval of grants.

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff will manage the Grant. This project has been coordinated and will proceed with the full cooperation between the Escambia County Community & Environment Department, Escambia County Public Works, Naval Air Station Pensacola, Greater Pensacola Chamber of Commerce, and Enterprise Florida, Inc.

Attachments

Enterprise FL-AIPDs DIG FY 12-13 Agrmt

Resume & Rec from 09052013

INFRASTRUCTURE GRANT AGREEMENT

THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this _____ day of _____, 20__ by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and **Escambia County** (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds from Specific Appropriations in: 2013 General Appropriations Act, Line 2308A; to assist Florida counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program"), and

WHEREAS, the Executive Office of the Governor (the "EOG") has selected the grant recipients (Attachment C), and in partnership with the Department of Economic Opportunity (DEO), EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

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, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Report pursuant to Paragraph 9 is accepted by EFI.

2. **Grant Funds.** Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of **Two Hundred Thousand** dollars **($200,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

(1) salaries of Grantee's employees;

(2) travel or incidental costs;

(3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;

(4) administration of the Project; or,

(5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any Funds not expended on the Project will be forfeited to the State of Florida.

Initial_____

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** Within sixty (60) days after the date this Agreement is executed by both parties, the Grantee shall deliver to EFI a Schedule of Activities in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities"). These Activities shall support the purpose of this grant:

The purpose of this grant is "AIPDs (Airfield Influence Planning Districts) Density Reduction."

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time in accordance with the following procedures:

a. With each Status Report for the Project required by Paragraph 5 of this Agreement, the Grantee may deliver to EFI a proposed revised Schedule of Activities (the "Proposed Schedule"). The Proposed Schedule shall include all Activities included in the current Schedule of Activities and any new Activities that the Grantee proposes to be completed following the date the Proposed Schedule is delivered. For each Activity included in the Proposed Schedule that already has been completed, the Proposed Schedule shall indicate the date of completion, the expenditures originally anticipated to be associated therewith as reflected in the current Schedule of Activities, and the total actual expenditures associated therewith for which reimbursement from the Funds was received or is to be requested. For each Activity included in the Proposed Schedule that has not yet been completed, the Proposed Schedule shall indicate the due date of such Activity and the anticipated expenditures associated therewith, for which reimbursement from the Funds was received or is to be requested. The Grantee's delivery of a Proposed Schedule shall constitute a request by the Grantee that the Proposed Schedule be adopted by EFI in place of the current Schedule of Activities, pursuant to Paragraph 3(b) below.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 3.

d. The state expects no more than a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

4. **Initial Deliverables and Disbursement.** Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 3, EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to **Fifty Thousand** dollars (**$50,000**).The initial disbursement may be made within 90 days of receipt of the initial deliverables.

Initial_____

5. **Status Report.** Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on July 1 with the first quarter ending on September 30. Report schedule is:

For activity in months of:	Status Report due by :
Jan, Feb, Mar	April 10
Apr, May, June	July 10
Jul, Aug, Sept	October 10
Oct, Nov, Dec	January 10

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) – (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested,

Initial_____

compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Section 25.

6. **Invoice.** With each Status Report, the Grantee shall deliver to EFI an invoice, accompanied by a Compliance Certification Form Invoice (provided by EFI), that includes the following information:

a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;

b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;

c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

e. detailed receipts or documentation for all expenditures.

7. **Disbursement of Funds.** After receiving the Status Report, invoice and Compliance Certification Form Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;

b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or

c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

Initial_____

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

8. Final Disbursement

Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars ($2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Report required by Paragraph 9. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 10, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

9. Final Project Report

Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;

b. a certification that the Project meets state and local construction standards, as applicable;

c. the total amount of Funds received from EFI pursuant to this Agreement;

d. the total amount of funds received from other sources in relation to the Project;

e. the total amount of Project expenditures paid or reimbursed from the Funds; and

f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

10. Final Audit Report. Grantee shall inform the Contract Manager of the type of audit that will be delivered at the end of the Contract. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2013 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

11. Accounting Records. The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Department of Economic Opportunity, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request..

a. Contractor agrees to comply with the audit requirements of Section 215.97, Florida Statutes,

and those found in Exhibit D

b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at https://apps.fldfs.com/fsaa/catalog.aspx .

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI

12. Florida Single Audit Act. The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 40.003 Enterprise Florida, Inc. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access https://apps.fldfs.com/fsaa .

13. Public Access to Records. The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes

14. Records Retention. The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) 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 seven (7) 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 five (5) years period, whichever is later.

15. Grant Application. The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

16. Future Maintenance. Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

17. Coordination. When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

Initial_____

18. **Insurance.** Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

19. **Security Interest.** To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

20. **Promotional Materials.** Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and DEO.

21. **Independent Contractor.** The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

22. **Indemnification.** To the extent allowed by Florida law, the County shall indemnify, defend, and hold EFI, DEO, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Escambia County's management of the Project. Escambia County's undertaking pursuant to this paragraph does not constitute waiver of sovereign immunity nor consent to be sued by third parties.

23. **No Pledge of Credit.** The Grantee has no authority to, and shall not, pledge the credit of EFI, DEO, or the State of Florida, or purport to make EFI, DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

24. **Compliance with Law.** The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

25. **Women and Minority Vendors.**
The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.

26. **Patents, Copyrights, and Royalties.**
If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI .

27. **Non-Discrimination; Anti-Harassment.** The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Initial_____

28. **Public Entity Crime List; Discriminatory Vendor List.** To the extent required by the Florida Statues 287.134(3)(a) and section 30 of EFI's Agreement with DEO, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 33 of EFI's Agreement with DEO, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

29. **Unauthorized Aliens; E-Verify System**: EFI shall consider the employment by any contractor/grantee or subcontractor of unauthorized aliens as described by ACT 274A(a) of the Immigration and Nationality Act cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and, b) all persons (including sub-contractors) assigned by Grantee to perform work pursuant to this Agreement.

30. **Failure of Satisfactory Performance.** EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

31. **Availability of Funds.** EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

32. **Agreement Manager.** EFI's Manager, Military and Defense, Heather Cave, or her successor, shall act as the Agreement Manager to ensure compliance with all of the terms and provisions of this Agreement.

33. **Notices.** All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

EFI:

Heather Cave
Manager, Military & Defense Programs
Enterprise Florida, Inc.
1030 East Lafayette Street, Suite 9
Tallahassee, Florida 32301
(850) 298-6640
hcave@eflorida.com

Grantee:

Taylor Kirschenfeld
Division Manager, Escambia County Water Quality & Land Management Division
3363 West Park Place
Pensacola, FL 32505
850-595-3449
Chips_kirschenfeld@co.escambia.fl.us

Initial_____

The address of either party provided in this Paragraph 33 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

34. **Waiver.** No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

35. **Jurisdiction.** With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

36. **Modification.** This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by DEO and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

37. **Complete Agreement.** This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

37. **Counterparts.** This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"EFI"

ENTERPRISE FLORIDA, INC.

_____
Gray Swoope
President, CEO

Or –

Designee

Date_____

"GRANTEE"

ESCAMBIA COUNTY

_____
Printed: Lumon J. May
Title: Chairman
Date _____

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/1/14

Initial_____

EXHIBIT LIST
FOR
INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	Grant Application for the Project
Exhibit B	Schedule of Activities for the Project
Exhibit C	Award Announcement from EOG
Exhibit D	Special Audit Requirements

Initial_____

GREATER
Pensacola
CHAMBER

June 12, 2012

Heather Cave
Enterprise Florida, Inc.
Defense Grants Programs
1030 East Lafayette Street, Suite 9
Tallahassee, FL 32301

RE: Pensacola (Escambia) 2012-2013 Infrastructure Grant Project

Dear Ms. Cave:

In response to the Enterprise Florida, Inc. RFP, please find attached our community's prioritized project for the NAS Pensacola Complex. This project benefits both the local community and the military, while also leveraging military infrastructure improvements that serve to strengthen the military value of the NAS Pensacola Complex.

The project is:

AIPDs (Airfield Influence Planning Districts) Density Reduction $200,000

Additionally, please find a signed statement from Captain Christopher Plummer, Commanding Officer, NAS Pensacola, concurring with the prioritizing of this project.

If you have any questions, please contact me at (850) 438-4081, extension 226.

Sincerely,

Craig S. Dalton

Craig S. Dalton
Vice President
Armed Services Department

117 WEST GARDEN STREET > PENSACOLA, FLORIDA 32502 > TELEPHONE 850.438.4081

Exh A

Grant Application

2012 – 2013
Defense Infrastructure

Pensacola (Escambia County), Florida

2012-2013 Defense Infrastructure Grant Application Form

Exh A

2012-2013 Defense Infrastructure Grant Application Form

A. Project Title: AIPDs (Airfield Influence Planning Districts) Density Reduction, Escambia County, FL

B. Installation(s) Affected: Naval Air Station Pensacola

C. Community Government/Authority Applicant: Escambia County, FL

Government/Authority Federal Employee Identification Number: 59-6000598

Name of Primary Contact: Taylor Kirschenfeld

Title: Division Manager, Escambia County Water Quality & Land Management Div.

Address: 3363 West Park Place

City: Pensacola State: FL Zip: 32505

Telephone: 850.595.3449 Fax: 850-595-3444

E-mail: chips_kirschenfeld@co.escambia.fl.us

Proposed Grantee Contact Information (if different from above):

Name of Primary Contact:

Title:

Address:

City: State: Zip:

Telephone: Fax:

E-mail:

D. Category of Proposed Project (mark those that apply): X Encroachment,

__ Transportation & Access, __ Utilities, __ Communications, __ Housing,

__ Environment, __ Security, __Other (Explain)

E. Summary of Project (Max 1 page):

Land acquisition is one of the several methods recommended in Escambia County's Joint Land Use Study (JLUS) to combat the encroachment of residential and incompatible uses on the military mission to Naval Air Station Pensacola (NASP), thereby supporting the military's "right to train for war" and allowing for future use as deemed appropriate. This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the Airfield Influence Planning Districts (AIPDs) where residential density was reduced to zero (0) dwelling units per acre as a result of the recommendations by the Escambia County JLUS and approved by the Board of County Commissioners; and other parcels identified as Accidental Potential Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie wetlands protection project. Several of these parcels have been proposed to be removed from this protection project which would allow high density development in a portion of the APZ.

This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base, and it will enhance cooperation between NASP and the local community. The estimated cost for land acquisition is $1,250,000 of which $500,000 was granted in 2006/07 and an additional $500,000 in 2010/11. This request is for an additional $200,000 to continue the land acquisition. To date, four critically identified parcels of land totaling approximately 8.9 acres have been purchased by the County, enlarging the eastern boundary of a County owned park and preventing further development, growth and encroachment.

This round of grant funding will allow the County to approach land owners of the remaining identified parcels in the AIPDs. These parcels were part of the original Perdido Pitcher Plant Prairie project, a State of Florida conservation initiative designed to protect the unique wetlands area and water quality of Perdido Bay and Big Lagoon. In April 2010, a portion of these lands were identified to be removed from the Project which would open them to high-density development, thus creating an adverse encroachment issue for NASP's aviation training mission. In this downturn economy, the timing of this land acquisition project by the County is critical.

F. How will this infrastructure project improve the base and what is its relative importance to the overall military mission? (Max 1 page)

In 2007, the Chief of Naval Operations established the Navy's Encroachment Management program to ensure operational sustainment for all Navy installations, test and training ranges, air and water operating areas, special use airspace, and military training routes. This includes establishing the Encroachment Partnering program that provides the Navy with a tool to preserve the Navy's mission capability by preventing incompatible development and/or protecting natural habitats outside the installation.

Incompatible development may compromise the installation's ability to conduct training and operations. At the same time, limiting the local jurisdiction's ability to develop in certain areas may hinder that locality's ability to prosper. Over the past 10 years, population growth has expanded outward and development has crept closer to

installations, causing problems on both sides of the fence. In 2002, the Government Accountability Office reported that nearly 80 percent of the nation's military bases were witnessing growth around their fence lines at a rate higher then the national average.

Both, military installations and local governments face growing challenges related to maintaining collaborative land use near the fence line and in areas impacting military operations.

This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the AIPDs where residential density was reduced to zero (0) dwelling units per acre; and other parcels identified as Accidental Potential Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie protection project. Several of these parcels have been proposed to be removed from this protection project which would allow high density development in a portion of the APZ. This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base.

G. Estimated Florida Defense Infrastructure Project Cost:

Design & Engineering:	$ 0
Right-of-Way:	$ 0
Construction:	$ 0
Other: (Specify)	$ 200,000 for land acquisition
TOTAL COST:	$ 200,000

If the project could be phased over time, break out the phases and costs.

H. Does the Project Relate to Other Local/State/Federal Budgets: __Yes X No

If "Yes", explain how:

I. Amounts of Other Leveraged Funding/Contributions:

a. (Federal) _____ (State) _____ (Local) _____

b. (Private) _____ (Revenue Bonds) _____ (Other) _____

J. Impact of the Project on the Installation's Future Base Efficiencies:

This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the AIPDs where residential density was reduced to zero (0) dwelling units per acre; and other parcels identified as Accidental Potential Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie protection project. Several of these parcels have been proposed to be removed

from this protection project which would allow high density development in a portion of the APZ. This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base.

K. Estimated Project Start Date and Estimated Time for Design or Construction:

This project is a land acquisition that requires no design or construction activities. Project start date is the date of award.

L. Eligibility:

A. Within the past 12 months, was your infrastructure project denied funding by the Florida Legislature? __Yes X No

B. Within the past 12 months, did the Florida Legislature fund this project? __Yes X No

C. Within the past 12 months, has the Governor vetoed an appropriation for this project? If so, the project cannot compete for funding until 12 months have passed since the veto date. __Yes X No

M. Gift Letter: Indicate if the grant requires federal contracting support to include the Service's approval of a gift. __Yes X No

Applicant's Signature: Taylor Kirschenfeld Date: 6/7/2012

Printed Name: Taylor Kirschenfeld

Title: Division Manager, Escambia County Water Quality & Land Management Div.

Contract Manager? _X_ Yes __ No

If No, who will be the Contract Manager? (Contact information listed above)

Base Commander's Signature: CW Plummer Date: 11 June 2012

Printed Name: Captain Christopher Plummer, USN

Title: Commanding Officer, Naval Air Station Pensacola

Base Commander's Prioritization: Rank # 1 of 1 submitted projects.

Local Economic Development Official Signature: Craig S. Dalton Date: 6/12/12

Printed Name: Craig S. Dalton

Title: Vice President, Armed Services Department, Pensacola Bay Area Chamber of Commerce

Local EDO's Prioritization: Rank # 1 of 1 submitted projects from the Community.

DEPARTMENT OF THE NAVY
COMMANDING OFFICER
NAS PENSACOLA
150 HASE ROAD STE-A
PENSACOLA, FLORIDA 32508-1051

IN REPLY REFER TO

June 12, 2012

Heather Cave
Manager, Military and Defense Program
Enterprise Florida, Inc.
325 John Know Road, Suite 201
Tallahassee, FL 32503

RE: Statement of Concurrence and Support of Submitted Project

Dear Ms. Cave:

As Commanding Officer of Naval Air Station Pensacola, I support and concur with the top project proposed by the Armed Services Department of the Greater Pensacola Chamber of Commerce.

Project #1, AIPDs (Airfield Influence Planning Districts) Density Reduction.

I believe that this project supports the overall military missions of Naval Air Station Pensacola.

Sincerely,

C. W. PLUMMER
Captain, U.S. Navy

N: Plan of Action

Planned Activity	Objective	Milestone
Category A		
Meet with NAS Pensacola officials on land prioritization	Prioritize land purchases in AIPDS area	Land identified – Completed 8/13
Inquiries out to land owners	Identify land owners interested in selling properties	
Negotiate with land owners	Confirm a purchase price for identified land	
Close on land purchase	Purchase the identified land	

Exh B

O: Budget and Financial Reporting Form

2013-2014 DEFENSE INFRASTRUCTURE GRANT PROGRAM: BUDGET AND FINANCIAL REPORT FORM

GRANTEE Pensacola (Escambia County) DATE QUARTER ENDING

Budget Category	Local Program Expenditures			State Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
		Current Program	Quarter to Date		Current Program	Quarter to Date		Current Program	Quarter To Date
Category A									
AIPDs (Airfield Influence Planning Districts) Density Reduction	$200,000								
TOTAL ALL CATEGORIES	$200,000								

P: Previous Performance

Please list defense grant awards for the past five (5) years, including amounts and status of each project.

Grantee	Military Installation	Project Title/#	Amount Requested	Amount Awarded	Amount Returned	Status: • Open • Closed • Cancelled
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-08-08 LambdaRail	650,000.00	650,000.00	-0-	Closed
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-09-08 Data Fusion	300,000.00	200,000.00	-0-	Open
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-10-09 Corry Station Runway Surface Restoration	87,500.00	87,500.00	-0-	To be cancelled
Escambia County	NAS Pensacola Complex	Infrastructure Grant- 10-11 Land Acquisition	500,000.00	500,000	-0-	Open
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Cyber Warfare Battle Lab Cooperative	200,000.00	2,000.00	-0-	Open
Escambia County	NAS Pensacola Complex	Infrastructure Grant- 12-13 Land Acquisition	200,000.00	200,000	-0-	Open

Q. Prioritized List of Infrastructure Projects per Base/Installation

Applicant/Region:_____

Base	Project Title	Project Description	Cost	Base CO Ranking	Applicant Ranking
Naval Air Station Pensacola	AIPDs Density Reduction	Purchase of priority properties within AIPDs to facilitate encroachment issues	$200,000	1	1
		Regional Total	**$200,000**		

Exh C

eflorida.com

Enterprise Florida

December 3, 2012

Taylor Kirschenfeld
Division Manager, Escambia County Water Quality and Land Management Division
3363 West Park Place
Pensacola, FL 32505

Dear Mr. Kirschenfeld:

On behalf of Governor Rick Scott and Secretary of Commerce Gray Swoope, I am pleased to inform you that Escambia County has been awarded $200,000 under the Fiscal Year 2012-2013 Defense Infrastructure Grant program. Congratulations!

The award is to be explicitly used to fund qualifying expenses associated with the project entitled, "Airfield Influence Planning Districts Density Reduction." Enterprise Florida will administer the grant and work with the Department of Economic Opportunity to promote the timely distribution of funds for this project.

Should you require additional information please contact Heather Cave at 850-298-6640 at hcave@eflorida.com.

Sincerely,

W.R. McPherson

Rocky McPherson
Vice President
Enterprise Florida, Inc.

Cc: Craig Dalton

diversifying florida's economy

EXHIBIT D

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Contractor may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

MONITORING

By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Contractor agrees to comply with any additional instructions provided by EFI to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by DEO, the Chief Financial Officer, Auditor General, or Chief Inspector General. Contractor shall permit access to the Contractor's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. **In the event that Contractor expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of Contractor, Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Contractor shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Contractor is 31.003, Rural Community Development is 31.008, Rural Infrastructure Fund is 31.030, Local Economic Development Initiatives is 31.027, Military Base Protection is 31.044, and International Business Advocacy is 31.046.**

2. **In connection with the audit requirements, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.**

3. If Contractor expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Contractor 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 the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than State entities).

4. Contractor must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Contractor for work required under terms of this Agreement. In the executed subcontract, Contractor shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Contractor shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Contractor shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the

Initial_____

recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at https://apps.fldfs.com/fsaa/catalog.aspx for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Contractor's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave, Contract Manager
Enterprise Florida, Inc.
800 N. Magnolia Ave, Suite 1100
Orlando, Florida 32803

and

Pamela Murphy
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

Elizabeth Walker
Department of Economic Opportunity
Division of Strategic Business Development
Suite 1902, The Capitol
Tallahassee, Florida 32399 -0001

RECORD RETENTION

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) 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 (5) 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 five (5) years period, whichever is later.

Initial_____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

22. Awarding a Lump Sum Contract, per the terms and conditions of PD 12-13.055, Perdido Landfill Section 4 Gas Collection System Expansion, to American Environmental Group, Ltd, LLC, in the amount of $411,380 (Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301).

23. Taking the following action concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County (Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required):

    A. Acknowledging, for the Board's Record, the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

    B. Ratifying the Chairman's signature on the Infrastructure Grant Agreement; and

    C. Authorizing the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

24. Taking the following action concerning the disposition and sale of surplus voting equipment for the Escambia County Supervisor of Elections' Office (proceeds from the sales will go into Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56401, Project #08PF0028):

    A. Approving the *Request for Disposition of Property* Form for the Escambia County Supervisor of Elections' Office, for surplus voting equipment, as described and listed on the Disposition Form, to be sold to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections; and

    B. Approving the Agreements for the Sale of Equipment to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections, as executed by the respective Supervisors of Elections.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4740 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/05/2013
Issue: Agreement Between Enterprise Florida Inc. and Escambia County
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:
Recommendation Concerning an Agreement between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County:

A. Acknowledge, for the Board's Record, the Infrastructure Grant Agreement between Enterprise Florida, Inc. and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

B. Ratify the Chairman's signature on the Infrastructure Grant Agreement; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects, new Cost Center - no matching funds required]

BACKGROUND:
The $200,000 Grant award from the Enterprise Florida Defense Infrastructure Grant Agreement will provide funding to purchase property and reduce density within the Airfield Influence Planning Districts, as depicted in the Escambia County Joint Land Use Study (JLUS). The project will help combat encroachment to Naval Air Station Pensacola. AIPD 1 and AIPD 2 are specifically delineated in the attached diagram.

BUDGETARY IMPACT:
No County matching funds are required for this Grant award.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by the Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires approval of Agreements of this type.

IMPLEMENTATION/COORDINATION:
The Community & Enviroment Department, Water Quality & Land Management Division, will administer this Grant Agreement in coordination with the Development Services Department and the Public Works Department.

The Management & Budget Department will prepare a Supplemental Budget Amendment to recognize these funds. This project has also been coordinated with the Pensacola Naval Air Station and the Greater Pensacola Chamber of Commerce.

Attachments

Enterprise FL Agreement
NAS Pens AIPD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6359 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Defense Infrastructure Grant (DIG) Agreement (Fiscal Year 2013/2014) with Enterprise Florida, Inc.
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Defense Infrastructure Grant Agreement for Fiscal Year 2013/2014 between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Defense Infrastructure Grant (DIG) Agreement for Fiscal Year 2013/2014 between Enterprise Florida, Inc., and Escambia County:

A. Accept the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County, in the amount of $200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

B. Approve and authorize the Chairman to sign the Grant Agreement with Enterprise Florida, Inc.; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

BACKGROUND:

The $200,000 grant award from the Enterprise Florida Defense Infrastructure Grant Program for FY 13/14 will provide funding to purchase property to reduce density within Airfield Influence Planning Districts (AIPDs) I and II, as depicted in the 2003 Escambia County Joint Land Use Study (JLUS). To date, over $1,000,000 has been received by Escambia County through the Defense Infrastructure Grant Program. This project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition.

BUDGETARY IMPACT:

No County matching funds are required for this grant award. [Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement has been reviewed by Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency. As a condition of the Grant, Enterprise Florida, Inc., is requiring that Leon County, Florida, serve as jurisdiction for any action brought in connection with this agreement.

PERSONNEL:

Community & Environment Department staff will manage the Grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A. requires approval of grants.

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff will manage the Grant. This project has been coordinated and will proceed with the full cooperation between the Escambia County Community & Environment Department, Escambia County Public Works, Naval Air Station Pensacola, Greater Pensacola Chamber of Commerce, and Enterprise Florida, Inc.

Attachments

Enterprise FL-AIPDs DIG FY 13-14 Agrmt

DEFENSE INFRASTRUCTURE GRANT AGREEMENT

THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this _____ day of _____, 2014 by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and **Escambia County** (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds from Specific Appropriations in the 2013 General Appropriations Act to provide grants for communities to fund local infrastructures projects (e.g. construction, land purchases, easements) having a positive impact on an installation's military value (the "Grant Program"), and

WHEREAS the Department of Economic Opportunity (DEO) has assigned responsibility for this program to EFI and EFI has selected the grant recipients (Exhibit C - Award Announcement), through a competitive RFP process; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

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, the parties agree as follows:

1. PARTIES:
The Parties and their respective addresses for purposes of this Agreement are as follows:

EFI:	Heather Cave Program Manager, Military & Defense Enterprise Florida, Inc. 1030 East Lafayette Street Suite 9 Tallahassee, Florida 32301 (850) 298-6640 (850) 878-4578(fax) hcave@eflorida.com
Grantee:	Taylor Kirschenfeld Division Manager, Escambia County Water Quality & Land Management Division 3363 West Park Place Pensacola, FL 32505 (850) 595- 3449 Chips_kirschenfeld@co.escambia.fl.us

2. AGREEMENT MANAGERS:
The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The DIG Agreement Manager is: Heather Cave, Manager, Military & Defense Programs who may be reached at (850) 298-6640. The Contractor Agreement Manager is Taylor Kirschenfeld, who may be reached at (850) 595- 3449.

3. TERM:
The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Report pursuant to Paragraph 12 is accepted by EFI.

4. GRANT FUNDS:
Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to, **two hundred thousand** dollars **($200,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 5, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

(1) salaries of Grantee's employees;
(2) travel or incidental costs;
(3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
(4) administration of the Project; or,
(5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.
(6) Contract audit costs

b. Any Funds not expended on the Project will be forfeited to the State of Florida.

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

5. SCOPE OF WORK:
If the amount of the grant award matches the project application the Application Schedule of Activities shall apply. If the grant amount was modified by the award committee, the Grantee shall deliver to EFI a Schedule of Activities in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities") within sixty (60) days after the date this Agreement is executed by both parties. These Activities shall support the purpose of this grant. **The purpose of the grant is, "Airfield Influence Planning Districts Density Reduction."**

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time for the purpose of this grant in accordance with the following procedures:

a. Grantee shall provide a revised Schedule of Activities that provides an update on all activities completed and initiated including any reimbursement requested. A Proposed Schedule of Activities will indicate new activities, due dates and budget adjustments.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee

absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 5.

d. The state expects no more than a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

6. INITIAL DELIVERABLES and DISBURSEMENT:
Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 5, EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to one quarter of the grant amount fifty thousand dollars **($50,000)**. The initial disbursement may be made within 90 days of receipt of the initial deliverables.

7. STATUS REPORT:
Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement even if there are no activities to report on. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on July 1 with the first quarter ending on September 30. Report schedule is:

For activity in months of:	Status Report due by :
Jan, Feb, Mar	April 10
Apr, May, June	July 10
Jul, Aug, Sept	October 10
Oct, Nov, Dec	January 10

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) – (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which

evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the Grantees, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Paragraph 18.

8. INVOICE:
With each Status Report that includes expenditures for reimbursement, the Grantee shall deliver to EFI an invoice, accompanied by a signed and dated Compliance Certification Form, (provided by EFI), that includes the following information:

a. All expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;

b. All expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;

c. All expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

e. detailed receipts or documentation for all expenditures.

9. DISBURSEMENT OF FUNDS:
After receiving the Status Report, invoice and Compliance Certification Form and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;

b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or

c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

If the disbursement of Funds is less than the invoice amount EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

10. FINAL DISBURSEMENT:
Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars ($2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Project Report required by Paragraph 12. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 13, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

11. AVAILABILITY OF GRANT FUNDS:
EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

12. FINAL PROJECT REPORT:
Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;

b. a certification that the Project meets state and local construction standards, as applicable;

c. the total amount of Funds received from EFI pursuant to this Agreement;

d. the total amount of funds received from other sources in relation to the Project;

e. the total amount of Project expenditures paid or reimbursed from the Funds; and

f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

13. FINAL AUDIT REPORT:
Grantee shall inform the Agreement Manager of the type of audit that will be delivered at the end of the agreement.

a. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report").

b. In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2009 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

14. FLORIDA SINGLE AUDIT ACT:
The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CSFA) number 40.003 Defense Infrastructure Grants CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access https://apps.fldfs.com/fsaa .

15. AUDIT RECORDS:
The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of DEO, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

a. Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit D

b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at http://www.myfloridacfo.com/aadir/reference_guide/

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI.

16. PUBLIC ACCESS TO RECORDS:
Pursuant to Section 287.058(1)©, F.S., the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.

17. RECORDS RETENTION:
The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) 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 seven (7) 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 seven (7) years period, whichever is later.

18. WOMEN AND MINORITY VENDORS:
The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. **If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.**

19. GRANT APPLICATION:
The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

20. FUTURE MAINTENANCE:
Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

21. COORDINATION:
When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

22. INSURANCE:
Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

23. SECURITY INTEREST:
To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

24. PROMOTIONAL MATERIALS:
Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI.

25. INDEPENDENT CONTRACTOR:
The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

26. INDEMNIFICATION:
To the extent allowed by Florida law, the County shall indemnify, defend, and hold EFI, DEO, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Escambia County's management of the Project. Escambia County's undertaking pursuant to this paragraph does not constitute waiver of sovereign immunity nor consent to be sued by third parties.

27. JURISDICTION:
With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

28. NO PLEDGE OF CREDIT:
The Grantee has no authority to, and shall not, pledge the credit of EFI, DEO, or the State of Florida, or purport to make EFI, DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

29. COMPLIANCE WITH LAW:
The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

30. SUBCONTRACTS:
Any and all contracts that Grantee executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of Grantee, shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Paragraphs 13, 14 and Exhibit D when applicable), coordinate with other components of state and local economic development systems and avoid duplication of existing state and local services and activities.

Any and all contracts that Grantee executes with a person or organization shall include provisions whereby Grantee and the subcontractors agree to abide by all local, state and federal laws.

Grantee shall responsibly and prudently manage all public and private funds received and ensure that the use of such funds is in accordance with all applicable laws, bylaws or contractual requirements.

31. PATENTS, COPYRIGHTS AND ROYALTIES:
If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

32. NON-DISCRIMINATION; ANTI HARRASSEMENT:
The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

33. PUBLIC ENTITY CRIME LSIT; DISCRIMINATORY VENDOR LIST:
To the extent required by the Florida Statues 287.134(3)(a), the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

34. UNAUTHORIZED ALIENS:
EFI shall consider the employment by any Grantee or subcontractor of unauthorized aliens as described by Section 274A(e) of the Immigration and Nationalization Act cause for termination of this Agreement.

35. LOBBYING:
Grantee shall not sue any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch or any state agency.

36. FAILURE OF SATISFACTORY PERFORMANCE:
EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

37. NOTICES:
All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

38. WAIVER:
No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

39. MODIFICATION:
This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

40. COMPLETE AGREEMENT:
This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

41. COUNTERPARTS:
This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"EFI"

ENTERPRISE FLORIDA, INC.

_____
Gray Swoope
President, CEO

Or – Designee

Date_____

"GRANTEE"

ESCAMBIA COUNTY

_____
Name - signature
Printed: Lumon J. May

Title: Chairman

Date _____

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/17/14

EXHIBIT LIST
FOR
DEFENSE INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	**Grant Application**
Exhibit B	**Schedule of Activities**
Exhibit C	**Award Announcement**
Exhibit D	**Special Audit Requirements**

EXHIBIT D

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Grantee may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

MONITORING

By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Grantee agrees to comply with any additional instructions provided by EFI to Grantee regarding such audit. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by DEO, the Chief Financial Officer, Auditor General, or Chief Inspector General. Grantee shall permit access to the Grantee's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that Grantee expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of Grantee, Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Grantee shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for **Defense Infrastructure is 40.003**, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and Defense Support Task Force is 40.014, Economic Development Projects (CAMACOL) and Advocating International Relationships (SEUS/Japan & FLOR-KOR) is 40.016.

2. In connection with the audit requirements, Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

3. If Grantee expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that 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 the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Grantee funds obtained from other than State entities).

4. Grantee must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Grantee for work required under terms of this Agreement. In the executed subcontract, Grantee shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Grantee shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Grantee shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at https://apps.fldfs.com/fsaa for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Grantee's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave,
Enterprise Florida, Inc.
1030 East Lafayette Street, Suite 9
Tallahassee, FL 32301

and

Pamela Murphy
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

Elizabeth Walker
Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC-80
Tallahassee, Florida 32399 -0001

RECORD RETENTION

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) 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 seven (7) 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 seven (7) year period, whichever is later.

EXHIBIT LIST
FOR
DEFENSE INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	**Grant Application**
Exhibit B	**Schedule of Activities**
Exhibit C	**Award Announcement**
Exhibit D	**Special Audit Requirements**

Exh A

2013-2014 Defense Infrastructure Grant Application Form

A. **Project Title:** AIPDs (Airfield Influence Planning Districts) Density Reduction, Escambia County, FL

B. **Installation(s) Affected:** Naval Air Station Pensacola

C. **Community Government/Authority Applicant:** Escambia County, FL

Government/Authority Federal Employee Identification Number: 59-6000598

Name of Primary Contact: Taylor Kirschenfeld

Title: Division Manager, Escambia County Water Quality & Land Management Div.

Address: 3363 West Park Place

City: Pensacola State: FL Zip: 32505

Telephone: 850.595.3449 Fax: 850-595-3444

E-mail: chips_kirschenfeld@co.escambia.fl.us

Proposed Grantee Contact Information (if different from above):

Name of Primary Contact:

Title:

Address:

City: State: Zip:

Telephone: Fax:

E-mail:

D. **Category of Proposed Project (mark those that apply):** X Encroachment,

__ Transportation & Access, __ Utilities, __ Communications, __ Housing,

__ Environment, __ Security, __Other (Explain)

E. Summary of Project (Max 1 page):

Land acquisition is one of the several methods recommended in Escambia County's Joint Land Use Study (JLUS) to combat the encroachment of residential and incompatible uses on the military mission to Naval Air Station Pensacola (NASP), thereby supporting the military's "right to train for war" and allowing for future use as deemed appropriate. This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the Airfield Influence Planning Districts (AIPDs) where residential density was reduced to zero (0) dwelling units per acre as a result of the recommendations by the Escambia County JLUS and approved by the Board of County Commissioners; and other parcels identified as Accidental Potential Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie wetlands protection project. Several of these parcels have been proposed to be removed from this protection project which would allow high density development in a portion of the APZ.

This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base, and it will enhance cooperation between NASP and the local community. The estimated cost for land acquisition is $2,000,000 of which $500,000 was granted in 2006/07, $500,000 in 2010/11, and an additional $200,000 in 2012/13. This request is for an additional $200,000 to continue the land acquisition. To date, four critically identified parcels of land totaling approximately 8.9 acres have been purchased by the County, enlarging the eastern boundary of a County owned park and preventing further development, growth and encroachment.

This round of grant funding will allow the County to approach land owners of the remaining identified parcels in the AIPDs. These parcels were part of the original Perdido Pitcher Plant Prairie project, a State of Florida conservation initiative designed to protect the unique wetlands area and water quality of Perdido Bay and Big Lagoon. In April 2010, a portion of these lands were identified to be removed from the Project which would open them to high-density development, thus creating an adverse encroachment issue for NASP's aviation training mission. In this downturn economy, the timing of this land acquisition project by the County is critical.

F. How will this infrastructure project improve the base and what is its relative importance to the overall military mission? (Max 1 page)

In 2007, the Chief of Naval Operations established the Navy's Encroachment Management program to ensure operational sustainment for all Navy installations, test and training ranges, air and water operating areas, special use airspace, and military training routes. This includes establishing the Encroachment Partnering program that provides the Navy with a tool to preserve the Navy's mission capability by preventing incompatible development and/or protecting natural habitats outside the installation.

Incompatible development may compromise the installation's ability to conduct training and operations. At the same time, limiting the local jurisdiction's ability to develop in certain areas may hinder that locality's ability to prosper. Over the past 10 years,

population growth has expanded outward and development has crept closer to installations, causing problems on both sides of the fence. In 2002, the Government Accountability Office reported that nearly 80 percent of the nation's military bases were witnessing growth around their fence lines at a rate higher then the national average.

Both, military installations and local governments face growing challenges related to maintaining collaborative land use near the fence line and in areas impacting military operations.

This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the AIPDs where residential density was reduced to zero (0) dwelling units per acre; and other parcels identified as Accidental Potential Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie protection project. Several of these parcels have been proposed to be removed from this protection project which would allow high density development in a portion of the APZ. This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base.

The Department of Defense is the largest economic engine in the greater Pensacola area, with more than $6.7 billion in salary and wages produced annually by more than 24,751 active duty and military/federal employees.

G. Estimated Florida Defense Infrastructure Project Cost:

Design & Engineering:	$ 0
Right-of-Way:	$ 0
Construction:	$ 0
Other: (Specify)	$ 200,000 for land acquisition
TOTAL COST:	$ 200,000

If the project could be phased over time, break out the phases and costs.

H. Does the Project Relate to Other Local/State/Federal Budgets: __Yes X_No

If "Yes", explain how:

I. Amounts of Other Leveraged Funding/Contributions:

a. (Federal) _____ (State) _____ (Local) _____

b. (Private) _____ (Revenue Bonds) _____ (Other) _____

J. Impact of the Project on the Installation's Future Base Efficiencies:

This project proposes the purchase of land to combat encroachment issues in the area between NASP boundaries and the AIPDs where residential density was reduced to zero (0) dwelling units per acre; and other parcels identified as Accidental Potential

Zones (APZ) which were also included in the Florida Forever's Perdido Pitcher Plant Prairie protection project. Several of these parcels have been proposed to be removed from this protection project which would allow high density development in a portion of the APZ. This project will allow NASP to constrain and better accommodate contingencies associated with local encroachment near the base.

With the Department of Defense as the largest economic engine in the greater Pensacola area, it is imperative that land area around Naval Air Station Pensacola be protected from encroachment issues that could impact current and future missions and growth.

K. Estimated Project Start Date and Estimated Time for Design or Construction:

This project is a land acquisition that requires no design or construction activities. Project start date is the date of award.

L. Eligibility:

1. Is this an on-base project? __Yes X_No

2. Within the past 12 months, was your infrastructure project denied funding by the Florida Legislature? __Yes X_No

3. Within the past 12 months, did the Florida Legislature fund this project? __Yes X_No

4. Within the past 12 months, has the Governor vetoed an appropriation for this project? If so, the project cannot compete for funding until 12 months have passed since the veto date. __Yes X_No

5. Can this project be completed within 36 months or less? X_Yes __No

M. Gift Letter: Indicate if the grant requires federal contracting support to include the Service's approval of a gift. __Yes X_No

Applicant's Signature: Taylor Kirschenfeld Date: 8/19/2013

Printed Name: Taylor Kirschenfeld

Title: Division Manager, Escambia County Water Quality & Land Management Div.

Contract Manager? _X_ Yes __ No

If No, who will be the Contract Manager? (Contact information listed above)

Base Commander's Signature: Date: 22 AUG 13

Printed Name: Captain Keith Hoskins, USN

Title: Commanding Officer, Naval Air Station Pensacola

Base Commander's Prioritization: Rank # 1 of 1 submitted projects.

Local Economic Development Official Signature: Craig Dalton Date: 8/19/2013

Printed Name: Craig S. Dalton

Title: Vice President, Armed Services Department, Greater Pensacola Chamber

Local EDO's Prioritization: Rank # 1 of 1 submitted projects from the Community.

DEPARTMENT OF THE NAVY
COMMANDING OFFICER
NAS PENSACOLA
150 HASE ROAD SUITE A
PENSACOLA, FLORIDA 32508-1051

August 19, 2013

Ms. Heather Cave
Manager, Military and Defense Programs
Enterprise Florida, Inc.
1030 East Lafayette Street, Suite 9
Tallahassee, FL 32301

Subj: Statement of Concurrence and Support of Submitted Project

Dear Ms. Cave:

As Commanding Officer of Naval Air Station Pensacola, I support and concur with the top project proposed by the Armed Services Department of the Greater Pensacola Chamber of Commerce.

Project #1, AIPDs (Airfield Influence Planning Districts) Density Reduction

I believe that this project supports the overall military missions of Naval Air Station Pensacola.

Sincerely,

KEITH W. HOSKINS
Captain, U. S. Navy
Commanding Officer

N: Plan of Action

Planned Activity	Objective	Milestone
Category A		
Meet with NAS Pensacola officials on land prioritization	Prioritize land purchases in AIPDS area	Land identified – Completed 8/13
Inquiries out to land owners	Identify land owners interested in selling properties	
Negotiate with land owners	Confirm a purchase price for identified land	
Close on land purchase	Purchase the identified land	

Exh B

O: Budget and Financial Reporting Form

2013-2014 DEFENSE INFRASTRUCTURE GRANT PROGRAM: BUDGET AND FINANCIAL REPORT FORM

GRANTEE Pensacola (Escambia County) DATE _____ QUARTER ENDING _____

Budget Category	Local Program Expenditures			State Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
		Current Program	Quarter to Date		Current Program	Quarter to Date		Current Program	Quarter To Date
Category A									
AIPDs (Airfield Influence Planning Districts) Density Reduction	$200,000								
TOTAL ALL CATEGORIES	$200,000								

P: Previous Performance

Please list defense grant awards for the past five (5) years, including amounts and status of each project.

Grantee	Military Installation	Project Title/#	Amount Requested	Amount Awarded	Amount Returned	Status: • Open • Closed • Cancelled
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-08-08 LambdaRail	650,000.00	650,000.00	-0-	Closed
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-09-08 Data Fusion	300,000.00	200,000.00	-0-	Open
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Infrastructure Grant-10-09 Corry Station Runway Surface Restoration	87,500.00	87,500.00	-0-	To be cancelled
Escambia County	NAS Pensacola Complex	Infrastructure Grant- 10-11 Land Acquisition	500,000.00	500,000	-0-	Open
Pensacola Bay Area Chamber of Commerce	NAS Pensacola Complex	Cyber Warfare Battle Lab Cooperative	200,000.00	2,000.00	-0-	Open
Escambia County	NAS Pensacola Complex	Infrastructure Grant- 12-13 Land Acquisition	200,000.00	200,000	-0-	Open

Q. Prioritized List of Infrastructure Projects per Base/Installation

Applicant/Region:_____

Base	Project Title	Project Description	Cost	Base CO Ranking	Applicant Ranking
Naval Air Station Pensacola	AIPDs Density Reduction	Purchase of priority properties within AIPDs to facilitate encroachment issues	$200,000	1	1
		Regional Total	**$200,000**		

eflorida.com

Enterprise Florida

Exh C

January 24, 2014

Taylor Kirschenfeld
Division Manager
Escambia County Water Quality & Land Management Division
3363 West Park Place
Pensacola, FL 32505

Dear Mr. Kirschenfeld:

On behalf of Governor Rick Scott and Secretary of Commerce Gray Swoope, I am pleased to inform you that the Escambia County has been awarded $200,000 under the Fiscal Year 2013-14 Defense Infrastructure Grant program. The purpose of this grant is, "Airfield Influence Planning Districts Density Reduction." Congratulations!

The purpose of this grant program is to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds are to be used for projects that benefit both the local community and the military installation. Enterprise Florida will administer the grant and work with the Department of Economic Opportunity to promote the timely distribution of funds for this project.

Attached is the FY 2013-14 Defense Infrastructure Grant contract. Please review the document and sign indicating your agreement to the contract terms. Email one copy of the signed agreement and mail 2 original hard copies to Heather Cave. EFI will notify you of the effective contract date by return of one completed original as soon as possible.

Please enclose a copy of your organization's current W9. Additionally, review attached list of EFI Board of Directors and certify via email that no conflict of interest exists with any listed party.

Should you require additional information please contact Heather Cave at 850-298-6640 or hcave@eflorida.com.

Sincerely,

W.R. McPherson

Rocky McPherson
Vice President, Military and Defense Programs
Enterprise Florida, Inc.

EXHIBIT D

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Grantee may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

MONITORING

By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Grantee agrees to comply with any additional instructions provided by EFI to Grantee regarding such audit. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by DEO, the Chief Financial Officer, Auditor General, or Chief Inspector General. Grantee shall permit access to the Grantee's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that Grantee expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of Grantee, Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Grantee shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for **Defense Infrastructure Is 40.003**, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and Defense Support Task Force is 40.014, Economic Development Projects (CAMACOL) and Advocating International Relationships (SEUS/Japan & FLOR-KOR) is 40.016.

2. In connection with the audit requirements, Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

3. If Grantee expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that 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 the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Grantee funds obtained from other than State entities).

4. Grantee must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Grantee for work required under terms of this Agreement. In the executed subcontract, Grantee shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Grantee shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Grantee shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at https://apps.fldfs.com/fsaa for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Grantee's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave,
Enterprise Florida, Inc.
1030 East Lafayette Street, Suite 9
Tallahassee, FL 32301

and

Pamela Murphy
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

Elizabeth Walker
Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC-80
Tallahassee, Florida 32399 -0001

RECORD RETENTION

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) 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 seven (7) 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 seven (7) year period, whichever is later.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6360 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Contract with Florida Department of Environmental Protection (DEP Contract No. WQ015)
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract between the Florida Department of Environmental Protection and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Contract between the Florida Department of Environmental Protection (FDEP) and Escambia County Board of County Commissioners:

A. Accept the Grant award associated with DEP Contract No. WQ015, in the amount of $285,398.80, from FDEP, for monitoring low impact design best management practices, for the Escambia County One Stop Office Building (Central Office Complex);

B. Approve and authorize the Chairman to sign the Contract with FDEP; and

C. Authorize the Chairman to sign any subsequent Contract-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required]

BACKGROUND:

Escambia County received funding in 2006 from FDEP for the construction of the County's Central Office Complex located at 3363 West Park Place. Funds received offset additional costs related to low impact development (LID) elements, such as the green roof and pervious concrete parking lot. This FDEP grant award will provide $285,398.80 in new funding to conduct performance efficiency evaluations for the LID best management practices (BMPs) incorporated with the original construction project.

BUDGETARY IMPACT:

This grant award provides $285,398.80 for monitoring of low impact development elements incorporated into the County's Central Office Complex. No additional match is required.

[Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required]

LEGAL CONSIDERATIONS/SIGN-OFF:

The grant Contract has been reviewed by Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency. As a condition of the grant Contact, FDEP is requiring Leon County, Florida, as the forum for any action brought in connection with this Contract.

PERSONNEL:

Community & Environment Department staff will manage the grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A. requires approval of grants.

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff will manage the grant. This project has been coordinated and will proceed with the full cooperation of the Escambia County Community & Environment Department, Escambia County Facilities Management Department, and Florida Department of Environmental Protection.

Attachments

DEP Contract WQ015

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Water Quality and Land Management Division, 3363 West Park Place, Pensacola, Florida 32505 (hereinafter referred to as the "Contractor"), a local government, to monitor low impact design best management practices for the Escambia County one stop office building.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. **Services.** The Department does hereby retain the Contractor to monitor low impact design best management practices for the Escambia County one stop office building, as defined herein and the Contractor does hereby agree to perform such services as outlined in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to conduct these services for the Department upon the terms and conditions set forth in this Contract and all exhibits and Attachments named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.

2. **Standard of Care for Performance.**
   A. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

   B. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contactor.

   C. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports and other services.

   D. The Contractor shall provide competent, suitably qualified personnel. The Contractor must provide notification to the Department Contract Manager of any changes in the Key Personnel identified in their response to the solicitation and/or upon execution of this Contract. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

3. **Term of Contract.** This Contract shall begin upon execution by both parties and remain in effect for a period of five (5) years. This Contract may not be renewed.

4. **Compensation.** As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a cost reimbursement basis up to a maximum of $285,398.80.

5. **Annual Appropriation.** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

6. **Payment.** The Contractor shall submit invoices as specified in Attachment A, Scope of Services. Each invoice shall be itemized in accordance with the budget categories authorized below and in Attachment A. Attachment B, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Attachment B with an invoice shall result in a delay in processing the invoice for payment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit review. The review for approval of the final deliverable(s) will be completed within sixty (60) days of receipt. The final invoice must be submitted no later than thirty (30) days after the completion date of the Contract to assure the availability of funding for final payment

7. **Invoicing Requirements.** The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Contract Payment Requirements, attached hereto and made a part hereof as Attachment B, the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

   1. Salaries/Wages - List personnel involved, salary rates and hours/time spent on project.

   2. Overhead/Indirect/General and Administrative Costs - All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Contractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

      Fringe Benefits – Actual rates not to exceed 45.7% of direct salaries.

   3. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

   4. Travel - Travel expenses are not authorized under the terms of this Contract.

   5. Equipment - (Capital outlay over $1,000 in value) – Reimbursement for the purchase of equipment is subject to the specific approval of the Department as evidenced by an executed Task Assignment/task Assignment Change Order specifying the equipment purchases authorized. Include copies of invoices or receipts to document charges and all other documentation as required in paragraph 27 of this Contract.

   6. Rental/Lease of Equipment - Include copies of invoices or receipts to document charges.

   7. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.

8. **Prompt Payment.**

A. The Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-410-9724 or 1-800-848-3792. Section 215.422, Florida Statutes.

B. The Department shall pay the Contractor interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than $1 will not be enforced unless a contractor requests payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above, or the Department's Procurements Section at 850-245-2361. Section 215.422, Florida Statutes.

9. **Notice.** Any notices or other written communication, except invoices, between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or delivered in person to the Contract Managers at the following addresses:

Contractor	Department
Escambia Board of County Commissioners	Administrative Contact
Water Quality and Land Management Division	Department of Environmental Protection
Attn: Taylor Kirschenfeld	Water Quality Restoration Program
3363 West Park Place	Attn: Connie Becker, MS# 3510
Pensacola, Florida 32505	2600 Blair Stone Road
	Tallahassee, Florida 32399-2400
	Technical Contact
	Department of Environmental Protection
	Water Quality Restoration Program
	Attn: Michael Scheinkman, MS# 3570
	2600 Blair Stone Road
	Tallahassee, Florida 32399-2400

10. **Identification of Contract Managers.** The Department's Contract Manager for Administrative matters is Connie Becker, phone 850-245-5505. The Department's Contract Manager for Technical matters is Michael Scheinkman, phone 850-245-8521. The Contractor's Contract Manager is Taylor Kirschenfeld, phone 850-595-3449. All matters shall be directed to the Contract Managers for appropriate action or disposition.

11. **Financial Consequences for Unsatisfactory Performance.** No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1)

terminate the Contract for failure to perform, or 2) the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon Department's notice of acceptance of a proposed CAP, Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by Department or steps taken by Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Contract.

12. **Insurance.**

A. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

B. The Contractor warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

13. The purchase of non-expendable personal property or equipment costing $1,000 or more purchased for purposes of this Contract remains the property of the Department. The Contractor's Contract Manager shall complete and sign a Property Reporting Form, DEP 55-211, provided as Attachment D, and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:

A. The Contractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

C. When the non-expendable personal property or equipment is no longer needed, the Contractor will return all non-expendable personal property or equipment purchased under the terms of this Contract to the Department.

D. If, however, the Contractor desires to purchase the non-expendable personal property or equipment when no longer needed, the Department may, at its discretion and subject to approval of the Department's Surplus Property Review Board, and in compliance with federal regulations, if applicable, elect to sell the equipment to the Contractor for its fair market value as of the date of title transfer, in accordance with DEP Directive 320.

E. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

14. **Indemnification.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

15. **Nonassignability and Subcontracting.**

A. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any task assignment or purchase order issued pursuant to the Contract, without the prior written consent of the Department; provided however, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains liable for performance of the Contract, unless the Department expressly waives such liability. The Department may assign the Contract but shall give prior written notice of its intent to do so to the Contractor.

B. The Contractor shall not subcontract, assign, or transfer any work under this Contract, without the prior written consent of the Department's Contract Manager. The Department reserves the right to reject any subcontractor based upon prior experience. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Any subcontracts made under this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph no. 17). The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of the Contractor.

16. **Access and Inspection.** The Contractor specifically agrees to allow authorized Department personnel, and personnel of a contracted Local Program or Team, to observe and inspect the work being performed under any work assignment under this Contract, including:

A. Access to any public records that must be kept under this Contract;

B. Access to any location or facility on which the Contractor is performing work, or storing or staging equipment, materials or documents;

C. Inspection of the facility, equipment, practices, or operations required under any work assignment; and,

D. Sampling and monitoring of any substances or parameters at any location reasonable or necessary to assure compliance with any work assignment or Department rules.

17. **Third Party Beneficiaries.** This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

18. **Suspension.**

A. The Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Department may determine to be appropriate for any of the following reasons:

1. the Contractor fails to timely and properly correct deficiencies or faulty work;

2. the Contractor's insurer or surety notifies the Department that any of its insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the cancellation date;

3. at the request of the Responsible Party for the site, if the Department determines the request is for good cause;

4. the Contractor or subcontractor materially violates safety laws;

5. the Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension;

6. failure of the Contractor to maintain its qualified status with the Department or to timely take steps to have its qualified status reinstated upon discovery; or

7. for the convenience of the Department.

B. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of a Task Assignment, or by the Department's failure to act within a reasonable time, the Department shall make an adjustment for any increase in the cost of performance of a Task Assignment (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the Task Assignment. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

1. That performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

2. For which an equitable adjustment is provided or excluded under any other provision of this Contract.

C. The Contractor shall not be compensated for work performed subsequent to a notice of suspension by the Department.

19. **Termination.**

A. Either party may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the terminating party shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the other party an opportunity to consult with them regarding the reason(s) for termination.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

20. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

21. **Public Records.**

A. The Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services under this Contract.

B. The Contractor shall 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.

C. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. The Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract. The Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records that are stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

E. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

22. **Change Orders.** The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order, excluding the Contractual Services Change Order and Invoice form, which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract.

23. **Non-solicitation.** 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 Contract 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 Contract.

24. **Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

25. **Force Majeure.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. **Forum Selection and Choice of Law.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

27. **Document Retention and Audit.** The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

28. **Ownership of Documents.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department

shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract.

29. **Non-Waiver of Rights.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

30. **Tax Exemption.** The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department on a purchase order or other special contract condition.

31. **Disqualification.**
    A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

    B. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

32. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

33. **Nondiscrimination.**
    A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.

    C. The Contractor must comply with the Americans with Disabilities Act ("ADA").

34. **Compliance with Applicable Law.** The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

35. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department.

36. **Quality Assurance/Quality Control.** All sampling and analyses performed under this Contract must conform to the requirements set forth in the current and future amended versions of Chapter 62-160, Florida Administrative Code (F.A.C.), and Attachment E, Quality Assurance Requirements for Department Contacts.

37. **MyFloridaMarketPlace Transaction Fee.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.

38. **Modifications Required by Law.** The Department reserves the right to revise this Contract to include additional language required by federal agency(ies) or other sources awarding funding to the Department in support of this Contract; or to include changes necessitated by DEP rule changes

39. **Attorneys Fees.** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorneys fees and costs.

40. **Order of Precedence.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest):
    1. body of the contract;
    2. scope of services,
    4. all other attachments to the contract;

41. **Interpretation of Contract.**
    A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Agreement; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction 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; and words of any gender used herein shall include each other gender where appropriate.

    B. Unless otherwise specified, lists contained in the Contract shall not be deemed all-inclusive. Contractor acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of the Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein. Contractor further acknowledges and agrees that it has independently reviewed the Contract with legal counsel, and that it has the requisite experience and

sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) the Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used.

42. **Headings.** The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

43. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

44. **Remedies.** All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

45. **Integration.** This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS
WATER QUALITY AND LAND
MANAGEMENT DIVISION

By:_____
Lumon J. May, Chairman

Date:_____

FEID No.: 59-6000598

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Director, Division of Environmental
Assessment and Restoration

Date:_____

Connie Becker
DEP Administrative Contract Manager

Michael Scheinkman
DEP Technical Contract Manager

DEP Contracts Administrator

Approved as to form and legality:

County Attorney

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legality:

Linda C. Williams
DEP Attorney

*For contracts with governmental boards/commissions: If someone other than the Chairman signs this Contract, a resolution, statement or other document authorizing that person to sign the Contract on behalf of the County must accompany the Contract.

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (10 pages)
Attachment	B	Subcontractor Utilization Report Form (4 pages)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Property Reporting Form (1 page)
Attachment	E	Quality Assurance Requirements (16 pages)

ATTACHMENT A
SCOPE OF SERVICES

MONITOR LOW IMPACT DESIGN (LID) BMPs FOR ESCAMBIA COUNTY ONE-STOP OFFICE BUILDING

Introduction

This document outlines work efforts to be performed by the Escambia County Water Quality & Land Management Division (Contractor) for the Florida Department of Environmental Protection (Department) to conduct performance efficiency evaluations of Low Impact Design (LID) Best Management Practices (BMPs) for stormwater treatment. Field monitoring will be conducted at the Escambia County One-Stop Office Building over a period of 36 months. The LID BMPs include a demonstration pervious concrete parking area, and a green roof designed per the University of Central Florida methodology. The green roof demonstrates the energy efficiency and stormwater benefits of a vegetated green roof, and it includes roof access and a viewing area for education and outreach. The pervious concrete parking lot demonstrates the stormwater benefits of a Low Impact Design parking lot that incorporates pervious concrete parking stalls draining to recessed landscaped bioretention areas.

In-situ data loggers will be utilized for continuous monitoring of flow, irrigation, percent moisture, rainfall, and temperature. Surveys will be conducted to determine growth media distribution, vegetation species diversity, and vegetation coverage. Grab samples and composite samples will be collected for the water quality analyses. Infiltrometers will be used to determine the percolation rate of the pervious concrete. When the pervious concrete parking lot is vacuumed annually, sediment recovery will be quantified.

The number of sampling stations, collection frequency, total number of samples, and laboratory analytical costs are specified in the included spreadsheet. The Escambia County Water Quality Laboratory and/or Test America will perform the laboratory analyses.

An Environmental Programs Manager and a Division Manager will manage this monitoring project, analyze data, and provide quarterly and final reports. An Environmental Analyst and an Environmental Technician will collect the field samples, deliver samples to the analytical laboratory, and collect and manage data.

At the completion of the monitoring program, data will be compiled and analyzed to determine the overall performance efficiency of the LID BMPs. Draft and Final Reports will be prepared and submitted to Department.

Background

Construction of the Escambia County One Stop Office Building was completed in November 2010 through DEP Contract No. WM920. Low Impact Design (LID) BMPs incorporated into the project include a 100,000 square foot pervious concrete parking area and a 30,000 square foot vegetated green roof. DEP Contract No. WM920 provided funding for the cost differential between conventional construction and LID construction.

Since existing green roofs in Florida are in the central and southern parts of the state, the Department is very interested in determining which species of vegetation are well suited for green roofs in the Northwest Florida climate. Six different native plant species were installed on the green roof during the fall of 2010. Unfortunately, a hard freeze during January 2011 killed many of the newly installed plants that had not yet established adequate root structure. Additional native plants of various species were installed in the spring and summer of 2011, and 100% coverage of the green roof was achieved at the end of the summer of 2012. The green roof vegetation is now well established and stable so that a valid monitoring effort can begin. Monitoring the performance of the green roof before 100% vegetation coverage was established would not have provided valid data.

The Escambia County Water Quality Laboratory, which is located in the Escambia County One Sop Office Building, was established in 2011. New analytical equipment (nutrient analyzer, ICP, drying ovens, incubators, vacuum filtration) was installed during 2012. NELAC laboratory certification is in progress under the guidance of consultant Silkie Labie. Approval for 19 analytical methods is expected in the Fall of 2013 which will coincide perfectly with the start of this monitoring program.

This monitoring program was originally going to be to be accomplished as a task under contract WM920 if there had not been delays due to the 2011 freeze and NELAC certifying the county's lab. Therefore, this Contract was initiated to complete what was begun under DEP Contract No. WM920.

Scope of Services

The Contractor shall perform the specific work efforts outlined below to conduct the performance efficiency evaluations for the LID BMPs.

Task 1 - Review/Select Monitoring Sites:

The Contractor will select monitoring sites for the performance efficiency monitoring. Sites will be selected which have conditions suitable for instrumentation and monitoring. All selected sites will be approved by the Department prior to proceeding to Task 2 or conducting any field monitoring.

Task 1 Deliverable: Technical memo on site selection

Task 1 Budget: Personnel: $1,907.40

Task 1 Schedule: Start: Contract Execution
Complete: Month 2

Performance Measure: It will be verified through a site visit that seven Green Roof sites, one Control roof site, one irrigation site and one rain water site are selected that are the most appropriate to represent the conditions being evaluated for the listed analytical parameters. Likewise it will be verified through a site visit that three sites are selected that are most appropriate for the percolation rate analysis of the pervious parking and two sites are selected that are most appropriate to analyze temperature of the Green Roof (at the surface and membrane level) and the control roof. It will also be verified through a site visit that the sites selected for analyzing energy consumption, flow, percent moisture, rainfall, sediment recovery and air temperature are the most appropriate for representative samples. Lastly, the 30 plus sites selected for growth media distribution, species diversity and vegetative cover will be deemed appropriate through a site visit and discussion with the contractor.

Task 2 - Prepare/Submit Project QA Plan:

The Contractor will prepare a detailed Project QA Plan for the proposed monitoring activities. This plan will provide a description of all proposed field and laboratory activities and outline specific quality assurance procedures. The plan will provide details on specific monitoring locations and proposed instrumentation for each site. This plan will be submitted to Department for review and approval.

Task 2 Deliverable: Project Monitoring/QA Plan

Task 2 Budget: Personnel: $4,590.20

Task 2 Schedule: Start: Immediately after Task 1 is completed
Complete: Month 8

Performance Measure: The Project QA Plan will be evaluated by the technical contract manager to verify that it is complete, meets the project objectives and is in compliance with this contract. It will then be forwarded for a detailed review of methods and be accepted upon approval by the Department's Quality Assurance Program that it is in compliance with DEP's Standard Operating Procedures for monitoring.

Task 3 - Select/Install/Calibrate Field Monitoring Equipment

The Contractor will evaluate each of the proposed monitoring sites and select appropriate field monitoring equipment to conduct the performance efficiency evaluations. Field monitoring equipment will include, at a minimum, flow monitoring equipment, a weather station with data logger, multiple temperature and percent moisture sensors with data loggers, and three ERIK double ring infiltrometers. After installation, each of the components will be calibrated according to manufacturer's instructions prior to initiation of the monitoring program.

Task 3 Deliverable: Technical Memorandum on field monitoring equipment installation

Task 3 Budget: Personnel: $2,293.40
Field monitoring equipment: $11,400.00

Task 3 Schedule: Start: Immediately after Task 2 is completed
Complete: Month 12

Performance Measure: A site visit will be conducted (or photographs reviewed) to verify that the equipment has been installed at the appropriate locations. Calibration in accordance with the manufacturer's instructions.will be demonstrated by the Contractor on site or results will be documented in the Technical Memorandum.

Task 4 - Perform Routine Monitoring:

Contractor staff will visit the monitoring sites to retrieve data and collect samples. The operation of all on-site equipment will be evaluated during each visit. Activities performed at the site will be recorded on field notes. The monitoring program will last for a period of 36 months.

The Green Roof, Control Roof and Irrigation samples will be collected as grab samples. The Rainwater samples will be collected as Event Composites. The collection frequency varies from continuous to monthly, quarterly, and yearly and number of stations varies from 1 to 7 to greater than 30. These details are provided on the attached Excel spreadsheet (Exhibit I). Each of the collected samples will be returned to the Contractor's laboratory or Test America to be analyzed for the following parameters:

- *Alkalinity*
- *Conductivity*
- *Dissolved Oxygen*
- *Oxidation Reduction Potential (ORP)*
- *pH*
- Total Dissolved Solids (TDS)
- Total Solids (TS)
- Total Suspended Solids (TSS)
- Turbidity
- Nitrogen (Total)
- $NO_2 + NO_3$
- Ammonia
- TKN
- Phosphorus (Total)
- Ortho Phosphate
- Cadmium
- Chromium
- Copper
- Lead
- Zinc
- Metals & Trace Elements (Method 200.7)
- Volatile Analyses (Method 8260B)

Additional data collected from meteorological conditions, pervious concrete infiltration rate, flow rates, and roof temperature/percent moisture will be collected in-situ. Vegetation monitoring, such as percent cover and species diversity, and growth media distribution will be determined by statistically significant surveys. Energy efficiency of building will be analyzed based on industry standard. Pervious concrete sediment recovery will be evaluated. Growth media will be analyzed for bulk density, holding capacity, nutrients, organic matter, permeability, pH, pore volume, and soluble salts.

Task 4 Deliverables: Quarterly memorandums on data collection due 30 days following the end of each calendar quarter (ie April 30, July 30, October 30 and January 30)

Task 4 Budget: Quarterly Budget:

Personnel: $10,238.80
Laboratory and Field Supplies / Operating Expenses: $450.00
Lab Analyses: $10,235.00
Quarterly Total : $20,923.80

Total Budget

Personnel: $122,865.60
Laboratory and Field Supplies / Operating Expenses: $5,400.00
Lab Analyses: $122,820.00
Total: $251,085.60

Note: The quarterly costs may exceed or under run the anticipated amount so long as the total cost for twelve (12) quarters does not exceed the total Task 4 budget. Also, if any element of the monitoring plan is not implemented the analytical costs associated with that element will be backed out in accordance with the attached Excel spreadsheet.

Task 4 Schedule: Start: Immediately after Task 3 is completed
Complete: Month 48

Performance Measure: The quarterly memorandums on data collection will be reviewed to verify and quantify progress and resolve any problems.

Task 5 - Routine/Final Data Compilation/Analysis:

All data retrieved during the monitoring events will be compiled into a database on a continuing basis. The field data will be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data will be summarized in both tabular and graphic formats for use in the Final Report.

Task 5 Deliverables: Quarterly technical memorandum on data compilation due 30 days following the end of each calendar quarter (ie April 30, July 30, October 30 and January 30).
Task 5 Budget:

Quarterly Budget:
Personnel: $702.20
Total Budget
Personnel: $8,426.40

Task 5 Schedule: Start: 2 months after Task 3 is completed
Complete: Month 50

Performance Measure: Compiled results will be reviewed to identify any trends that may be a concern prior to analysis of data. Analysis of data will be reviewed to verify that scientific methods are followed.

Task 6 - Prepare Draft Final Report:

A Draft Final Report will be prepared by Contractor which summarizes all field and laboratory activities and provides an analysis of the performance efficiency of the evaluated systems. A digital copy of the Draft Final Report will be provided to Department for review and comments.

Task 6 Deliverable: Draft final project report

Task 6 Budget: Personnel: $4,236.40

Task 6 Schedule: Start: Immediately after the completion of Task 5
Complete: Month 54

Performance Measure: The Draft Final Report will be reviewed by the DEP Technical Contract Manager to ensure all required data has been included.

Task 7 - Prepare Final Report:

A Final Report will be prepared for this project which incorporates the review comments provided by Department. Two hard copies and one digital copy of the Final Report will be provided to Department.

Task 7 Deliverable 1 hard copy of Final Report, one digital copy

Task 7 Budget: Personnel: $1,459.40

Task 7 Schedule: Start: Immediately after completion of Task 6
Complete: Month 60

Performance Measure: The Final Report will be reviewed by the DEP Technical Contract Manager to ensure any comments in draft final report have been addressed.

Project Budget

Task 1	$1,907.40
Task 2	$4,590.20
Task 3	$13,693.40
Task 4	$251,085.60
Task 5	$8,426.40
Task 6	$4,236.40
Task 7	$1,459.40

TOTAL Project Budget: $285,398.80

Exhibit I

Analytical Costs

Parameters	To Be Monitored	Collection Frequency	Monitoring Duration	Sampling Stations	Collection Method	Number of Samples	Cost / Sample	Total Costs
Energy Consumption	Central Office Complex Building	Continuous	36 Months	1	Meter	Continuous Data	$0.00	$0.00
Flow	Green Roof	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
	Control Roof	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
Growth Media Distribution	Green Roof	Quarterly	36 Months	>30	Survey	>360	$0.00	$0.00
Growth Media Analysis (Including Bulk Density, Holding Capacity, Nutirents, Organic Matter, Permebility, pH, Pore Volume, Soluble Salts)	Green Roof	Single Event	--	1	Composite	1	$0.00	$0.00
Percent Moisture	Green Roof (Surface)	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
	Green Roof (Membrane)	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
Percolation Rate	Pervious Parking	Monthly	36 Months	3	ERIK Infiltrometer	108	$0.00	$0.00
Rainfall (Site Specific)	Green Roof/Control Roof/Parking	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
Sediment Recovery	Pervious Parking	Yearly	36 Months	1	Vacuum Truck	3	$0.00	$0.00
Species Diversity	Green Roof	Monthly	36 Months	>30	Survey	>1,080	$0.00	$0.00
Temperature	Air	Continuous	36 Months	1	In-Situ Data Logger	Continuous Data	$0.00	$0.00
	Green Roof (Surface)	Continuous	36 Months	2	In-Situ Data Logger	Continuous Data	$0.00	$0.00
	Green Roof (Membrane)	Continuous	36 Months	2	In-Situ Data Logger	Continuous Data	$0.00	$0.00
	Control Roof	Continuous	36 Months	2	In-Situ Data Logger	Continuous Data	$0.00	$0.00
Vegetative Coverage	Green Roof	Monthly	36 Months	>30	Survey	>1,080	$0.00	$0.00
Metals								
Cadmium	Green Roof	Monthly	36 Months	7	Grab	210	$12.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	30	$12.00	$360.00
Chromium	Green Roof	Monthly	36 Months	7	Grab	210	$12.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	30	$12.00	$360.00

Copper	Green Roof	Monthly	36 Months	7	Grab	210	$12.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	30	$12.00	$360.00
Lead	Green Roof	Monthly	36 Months	7	Grab	210	$12.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	30	$12.00	$360.00
Zinc	Green Roof	Monthly	36 Months	7	Grab	210	$12.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	30	$12.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	30	$12.00	$360.00
Metals & Trace Elements (Via Method 200.7) (Includes Ca, Ch, Cu, Pb, Zn, and therefore is substituted for rather than run in addition to individual stormwater metals)	Green Roof	Semi-Annual	36 Months	7	Grab	42	$192.00	$8,064.00
	Control Roof	Semi-Annual	36 Months	1	Grab	6	$192.00	$1,152.00
	Irrigation	Semi-Annual	36 Months	1	Grab	6	$192.00	$1,152.00
	Rainwater	Semi-Annual	36 Months	1	Event Composite	6	$192.00	$1,152.00
Nutrients								
Nitrogen (Total)	Green Roof	Monthly	36 Months	7	Grab	252	$0.00	$0.00
	Control Roof	Monthly	36 Months	1	Grab	36	$0.00	$0.00
	Irrigation	Monthly	36 Months	1	Grab	36	$0.00	$0.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$0.00	$0.00
$NO_2 + NO_3$	Green Roof	Monthly	36 Months	7	Grab	252	$30.00	$7,560.00
	Control Roof	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Irrigation	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$30.00	$1,080.00
TKN	Green Roof	Monthly	36 Months	7	Grab	252	$30.00	$7,560.00
	Control Roof	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Irrigation	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$30.00	$1,080.00
Ammonia	Green Roof	Monthly	36 Months	7	Grab	252	$30.00	$7,560.00
	Control Roof	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Irrigation	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$30.00	$1,080.00

Phosphorus (Total)	Green Roof	Monthly	36 Months	7	Grab	252	$30.00	$7,560.00
	Control Roof	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Irrigation	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$30.00	$1,080.00
Orthophosphate	Green Roof	Monthly	36 Months	7	Grab	252	$30.00	$7,560.00
	Control Roof	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Irrigation	Monthly	36 Months	1	Grab	36	$30.00	$1,080.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$30.00	$1,080.00
Miscellaneous								
Alkalinity	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
Conductivity	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
Dissolved Oxygen	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
Oxidation Reduction Potential (ORP)	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
pH	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
Total Dissolved Solids (TDS)	Green Roof	Monthly	36 Months	7	Grab	252	$15.00	$3,780.00
	Control Roof	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Irrigation	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$15.00	$540.00
Total Solids (TS)	Green Roof	Monthly	36 Months	7	Grab	252	$15.00	$3,780.00
	Control Roof	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Irrigation	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$15.00	$540.00

Total Suspended Solids (TSS)	Green Roof	Monthly	36 Months	7	Grab	252	$15.00	$3,780.00
	Control Roof	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Irrigation	Monthly	36 Months	1	Grab	36	$15.00	$540.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$15.00	$540.00
Turbidity	Green Roof	Monthly	36 Months	7	Grab	252	$10.00	$2,520.00
	Control Roof	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Irrigation	Monthly	36 Months	1	Grab	36	$10.00	$360.00
	Rainwater	Monthly	36 Months	1	Event Composite	36	$10.00	$360.00
Volatile Analytes (Method 8260B)	Irrigation	Quarterly	36 Months	1	Grab	12	$125.00	$1,500.00

Total Analytical Costs: $122,820.00

Personnel Costs by Position

Position			Duration	Total Hours	Hourly Rate	Fringe Rate	Total Rate	Total Cost
Environmental Technician			36 Months	4800	$13.25	$6.05	$19.30	$92,640.00
Environmental Analysist			36 Months	1362	$22.21	$7.59	$29.80	$40,587.60
Environmental Programs Manager			36 Months	320	$25.42	$7.52	$32.94	$10,540.80
Division Manager			36 Months	40	$40.68	$9.58	$50.26	$2,010.40

Total Field Costs: $145,778.80

Position	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Total Hours
Environmental Technician	20	20	40	4680	40	0	0	4,800
Environmental Analysist	40	80	40	1092	80	20	10	1,362
Environmental Programs Manager	10	40	10	0	160	80	20	320
Division Manager	0	10	0	0	0	20	10	40

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Equipment & Supply Costs

Flow Sensor & Data Logger	$5,500.00
Temperature Sensors	$700.00
Percent Moisture Sensors	$700.00
Weather Station & Data Logger	$4,500.00
Laboratory and Field Supplies / Operating Expenses (e.g. sample containers, calibration standards, field meter maintenance/probe replacement, sensor/data logger maintenance and replacement, incidental supplies/materials necessary to measure pervious concrete percolation rates, growth media distribution, green roof vegetate coverage and species diversity.)	$5,400.00

Total Equipment & Supply Costs: $16,800.00

Total Project Costs: $285,398.80

ATTACHMENT B

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:

Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment**. Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850/245-2361.

DEP Contract No.:_____

Invoice Number:_____

Task Assignment No. (if applicable):_____

Invoice Service Period:_____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
		BUSINESS CLASSIFICATION						CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.			
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

DEP Contract No.:_____

Invoice Number:_____

Task Assignment No. (if applicable):_____

Invoice Service Period:_____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
		BUSINESS CLASSIFICATION						CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.			
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

DEP Contract No.:_____

Invoice Number:_____

Task Assignment No. (if applicable):_____

Invoice Service Period:_____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
		BUSINESS CLASSIFICATION						CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.			
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature) (Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

DEP 55-217 (08/00)

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, Reference Guide to State Expenditures (February 2011) can be found at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/

ATTACHMENT D
PROPERTY REPORTING FORM FOR DEP CONTRACT WQ015

CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

Organization Code: _____ EO: _____ Module: _____ Grant No. _____ Contract End Date: _____

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number :_____

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

ATTACHMENT E
Quality Assurance Requirements (Rev. 02/09)

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
   a. The CONTRACTOR shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
   b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method (or analytical technology)/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
   c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The CONTRACTOR shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
   e. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit(PQL) before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
   f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
      (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
      (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
      (iii) Before providing analytical services for this Contract, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
   g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).

h. The CONTRACTOR shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
i. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
j. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
k. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
l. In addition, the CONTRACTOR shall ensure that the quality control requirements specified in the attached addenda are followed.
m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**
   a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
   b. The CONTRACTOR shall ensure that all sample collection and field testing activities, except for the nitrate sensor, are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 31, 2008). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6).
   c. Any non-standard field procedure, except for the nitrate sensor, shall be submitted for review and approval to the DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
   d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the CONTRACTOR shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
      (i) Matrix-Related Quality Controls - The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
         (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
         (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
         (3) The last time samples are collected for the sample collection matrix.
      (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
         (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
         (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
   b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   c. The CONTRACTOR shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager and shall include the following information:

- Laboratory sample identification (ID) and associated Field ID
- Analytical/test method
- Parameter/analyte name
- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
- MDL
- PQL
- Sample type (such as blank type, duplicate type, etc.)
- Field and laboratory QC blank results:
  - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
  - Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
- Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
- Results of surrogate spike analyses (if performed)
- Results of laboratory control samples (LCS)
- Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
- Acceptance criteria used to evaluate each reported quality control measure

d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
   - Site and/or facility name, address and phone number
   - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
   - Date and time of sample collection
   - Sample collection depth
   - Sample collection method identified by the DEP SOP number, where applicable
   - If performed, indicate samples that were filtered
   - Field test measurement results:
     - *DEP SOP number (FT-series), where applicable*
     - Parameter name
     - Result
     - Result unit
     - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
   - Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.

e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.

   (i) The CONTRACTOR shall submit the data electronically using the following format:

(ii) The CONTRACTOR shall use the following format for reporting results:

f. Legal or evidentiary chain of custody, as defined in FD 1000 of the DEP-SOP-001/01 and the NELAC Standards, shall be executed and shall be stipulated in the planning document.

5. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the CONTRACTOR and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in item (i) above shall occur annually.

c. QUALITY SYSTEMS AUDITS – The CONTRACTOR and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the CONTRACTOR's and subcontractors' records.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

(i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.

(ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.

(iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

6. **PLANNING DOCUMENT**

a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a

(i) Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.

(ii) Sampling and Analysis Plan (or project proposal). The plan shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.

(iii) Research QA Plan. The plan shall include a detailed project proposal or sampling and analysis plan that discusses the information contained in the document "Requirements for Field and Analytical

Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02" and the additional topics specified in Rule 62-160.600, F.A.C.

b. The CONTRACTOR and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the CONTRACTOR fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.

c. The DEP Contract Number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the CONTRACTOR and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the CONTRACTOR shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.

d. If the review of the planning document by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the planning document is received by the Department, the CONTRACTOR shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

e. Work may not begin for specific Contract tasks until approval has been received by the CONTRACTOR from the DEP contract manager. Sampling and analysis for the Contract may not begin until the planning document has been approved.

f. Once approved, the CONTRACTOR shall follow the protocols specified in the approved planning document including, but not limited to:
   - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
   - Using only the protocols approved in the planning document; and
   - Using only the equipment approved in the planning document.

g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be
   (i) Provided in a new planning document.
   (ii) Provided as amended sections of the current planning document.
   (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

7. **DELIVERABLES**

a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
   (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
   (ii) Copies of the QCC sample results per item 2.f. above.
   (iii) Non-standard laboratory or field procedures – The CONTRACTOR shall submit to the DEP Contract Manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
   (iv) Reports of planning review audits as specified in item 5.b. above.
   (v) Statements of Usability as specified in item 5.d. above.

(vi) Planning document per Section 6, above.

8. **CONSEQUENCES**

a. Failure to comply with any requirement of this attachment may result in:

(i) Immediate termination of the Contract.

(ii) Withheld payment for the affected activities.

(iii) Contract suspension until the requirement(s) has been met.

(iv) A request to refund already disbursed payments.

(v) A request to redo work affected by the non-compliant activity.

(vi) Other remedies available to the Department.

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Addendum 1
Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The CONTRACTOR shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
   a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   b. After the first 20 samples from the sample collection matrix have been analyzed, at least one matrix spike and either laboratory duplicates or matrix spike duplicates shall be composed using a sample or samples selected from each additional 20 samples of the sample collection matrix submitted to the laboratory.
   c. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   d. Spike levels must be at the concentrations specified in item 3 below.
   e. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
   a. The acceptance criteria for the LCS shall be specified in the planning document.
   b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
   a. Analysis of a QCCS is required for but not limited to the following analyses:
      (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
      (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
      (iii) Copper in seawater – the QCCS shall be any seawater-matrix SRM assayed by an organization external to the laboratory.
   b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
   a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
   b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.

a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.

6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
   a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
   a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
   b. Initial Calibration Requirements
      (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
      (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
      (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
      (iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.
      (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
      (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
   c. Continuing Calibration Requirements:
      (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
      (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.
      (iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
      (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as "estimated" per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.
      (v) If continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
   d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
8. Quality Control Blanks
   a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.
   b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
   c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the

blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.

9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.
11. For all organic analyses using either gas chromatography or HPLC, analytes with concentrations above the method detection limit shall be confirmed by at least one of the qualitative identification measures listed below. Confirmation must occur the first time an analyte is detected at a sampling point.
    - Second column/same detector
    - Second column/alternate detector
    - Same column/alternate detector
    - Mass spectrometry
    - Alternate wavelength

Addendum 2
Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods, section 9020 (*all acceptable editions*)*
2. Holding Times – Any sample that exceeds the holding time specified in 40 CFR Part 136 (for non-potable water) or 40 CFR Part 141 (for drinking water compliance) must be appropriately qualified with a "Q". The holding begins with the sample collection date and time and ends with the date and time of the placement of the processed sample into or on the applicable growth medium.
   a. For non-potable water, the maximum transport time to the laboratory is 6 hours and samples should be processed within 2 hours of receipt at the laboratory. **For purposes of contractual services and to determine compliance with this requirement, the Department will allow no greater than 6 hours from time of collection to the time of receipt by the laboratory AND no greater than 8 hours from time of collection to** the placement of the processed sample into or on the applicable growth medium
   b. All samples that are either received after 6 hours **OR** placed into or on growth medium after 8 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
      (i) All samples that exceed the method-specified incubation period (range of minimum to maximum) shall be qualified with a "J" qualifier.
   c. For drinking water compliance, the time from sample collection to placement of the processed sample into or on the applicable growth medium may not exceed 30 hours.
      (i) All samples that are processed after 30 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
      (ii) All samples that exceed the method-specified incubation period (range of minimum to maximum hours) shall be qualified with a "J" qualifier.
   d. In order to evaluate the holding time for each sample, the following information shall be documented.
      (1) Date and time of sample collection
      (2) Date and time of laboratory receipt of the sample
      (3) Date and time the analysis begins – (The time at which the sample is placed in or on the appropriate media for incubation).
      (4) Date and time incubation begins
      (5) Date and time analysis ends - The date and time incubation ends and plates/tubes are read.
3. Dilutions for membrane filter analysis - In order to achieve the recommended range of target organisms (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli), multiple dilutions of a sample must be run. While the general history of a sample site may be well known, the water will be influenced by many environmental factors at any one time.
   a. **A minimum of 3 dilutions will be run for each sample analysis (except blanks).** The three dilution volumes may vary according to the range of expected values or an understanding of the environmental conditions at the time of sampling. Waters of a higher quality (low microbial density) may benefit from a dilution series of 100 mL, 50 mL, and 25 mL of sample volume, whereas, lower quality waters (high microbial density) might require only 10 mL, 1.0 mL, and 0.1 mL. Use a 100 mL dilution for all blanks (including field and equipment blanks). Table 1 provides suggested volumes for varying water sources and has been adapted from Table 9222:III, *Standard Methods,* 20th Edition, and can be used for microbiological samples:

Table 1: Suggested sample dilutions	
Water source	**Dilutions (Sample Volume, mL)**
Equipment, field blanks	100
Lakes, reservoirs, rivers	100, 50, 10 or 50, 10, 25
Wells, springs	100, 50, 10 or 100, 50, 25
Water supply intake	50, 10, 1
Natural bathing waters	50, 10, 1
Sewage treatment plant	10, 1, 0.1
Farm ponds, rivers	1, 0.1, 0.01
Stormwater runoff	1, 0.1, 0.01
Raw municipal sewage	0.1, 0.01, 0.001
Feedlot runoff	0.1, 0.01, 0.001
Sewage sludge	0.01, 0.001, 0.0001

4. QUALITY CONTROL BLANKS
   a. The number and types of blanks to be run shall follow method requirements with these modifications:
      (i) If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank processed within a time period not to exceed 30 minutes. The environmental field samples shall be filtered after the beginning blank and before the ending blank.
      (ii) If filtration funnels are not sanitized by U light between samples, additional sterility blanks shall be filtered after every 10 samples processed within the 30-minute set
   b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C. ("V" for filtration blanks and "J" for field-generated blanks).
5. Laboratory Quality Control Duplicates
   a. At least 10% of the samples (or one per test run) shall be duplicated.
   b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
   c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.
6. Colony Counts
   a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
   b. The laboratory shall make every attempt to ensure that colony counts are in the method-specified ideal range (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli). Reported values from colony plate counts outside this range shall be qualified with a "B" (unless the reported value is from a 100 mL sample and the count is less than 20).
   c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".

7. Calculating Raw Data for Final Reporting - Standard Methods and EPA Methods offer slightly differing guidance on the calculation and reporting of microbiological data. Although this guidance is not intended to capture every scenario possible in the calculation and reporting of the test data, the most common scenarios are discussed with the emphasis on reporting the data result, the dilution factor, and the data qualifier. For detailed discussions on additional scenarios, see the applicable method.

a. Interpretation of Standard Methods and EPA Method calculations:

$$\text{CFU/100 mL} = \frac{C \times 100}{V}$$

Where,

CFU/100 mL = Number of enterococci or fecal coliform colony forming units per 100 mL of sample.

C = Total number of positive colonies counted on all acceptable dilutions.

V = Total volume, equal to the sum of all acceptable dilutions (sample volumes used, in mL

(i) When one dilution in a series has a count within the ideal CFU range (see above):

(a) Use the count from the dilution that is within range to calculate the final result in the equation above.

(ii) When more than one dilution in a series has an acceptable count within the ideal range use the applicable method below. Since this calculation is not a laboratory sample replicate, do not use an "A" qualifier.

(1) Standard Methods - Use the sum of all dilutions within the ideal range and the sum of the counts from all dilutions in the ideal range in the equation above.

(2) EPA Methods - Independently calculate a final value for each dilution within the ideal range in the equation above and report the average of these values.

(iii) When no dilutions fall within the ideal range:

(1) For both methods: A "B" qualifier is not required if all dilutions were less than the lower acceptable limit (20 CFUs), and one of the dilutions was 100 mL. For this situation, report the calculated value from the 100 mL dilution without a "B".

(2) Standard Methods - Use the sum of all dilutions in the equation to calculate the final result. Include dilutions that have a zero count. Report the final result with a "B" qualifier.

(3) EPA Methods:

(a) If all counts are under the lower acceptable limit (20 CFUs) or are both above and below the limit, choose the dilution with the count that is closest to the ideal range to calculate final result and report with a "B" qualifier.

(b) If all counts are above the upper acceptable limit (60 or 80 CFUs), use the dilution with the smallest volume filtered to calculate final result and report with a "B" qualifier.

(iv) If counts from all dilutions are zero:

(1) For both methods - Use "1" as the total number of colonies counted and use only the highest filtration volume as total volume in the equation above to calculate final result. Report with a "U" qualifier.

(v) If there are >200 target colonies in all dilutions:

(vi) For both methods - Use the upper limit of the ideal range (60 or 80) and the smallest filtration volume in mL to calculate an estimated final result. Report with a "Z" qualifier.

(vii) If there are >200 non-target colonies, or if the colonies are not distinct enough to count (confluent growth) in all dilutions:

(1) For both methods - Report as "No Result" with a "Z" qualifier.

8. Use of Dilution Factor (DF) field

a. Use the following equation to determine dilution factor for all samples:

$$DF = \frac{100}{V}$$

Where,

DF = Dilution Factor

V = Total volume (sum of dilutions in mL used in final calculation)

9. Verification
   a. Frequency
      (i) Independently verify at least 10 isolated colonies from a positive sample per month.
      (ii) Verify atypical colonies of different morphological types to check for false negatives.
      (iii) Also, verify any ambiguous colonies as needed.
   b. Procedure
      (i) Use aseptic techniques to transfer growth from each colony into individual tubes. For 10 colonies, there should be 10 tubes total, for each verification test media.
      (ii) See Table 2 for the method requirements for fecal coliform and Enterococci. Follow the method requirements for all others.

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Table 2: Verification Tests						
Method	**Verify with the following:**					
Enterococci EPA 1600	BHI Agar Slant 35 ± 0.5°C 48 ± 3 h **(use growth for gram staining)**	BHI 35 ± 0.5°C 24 ± 2 h **(turbidity)**	Gram stain **(gram positive cocci)**	BHI 45 ± 0.5°C 48 ± 3 h **(turbidity)**	BEA 35 ± 0.5°C 48 ± 3 h **(growth w/ black/brown precipitate)**	BHI w/6.5% NaCl 35 ± 0.5°C 48 ± 3 h **(turbidity)**
Fecal Coliforms SM9222D	LTB 35 ± 0.5°C 48 ± 3 h **(turbidity and gas)**	EC 44.5 ± 0.2°C 24 ± 2 h **(turbidity and gas)**				
The response bolded in parentheses indicate the positive result for each test.						

c. Reporting
   (i) Adjust colony counts for the original positive sample based on percent of colonies verified positive.
      (1) For example: A sample dilution has a colony count of 30 fecal coliforms. Ten of these positive blue colonies were used in the verification tests, but only 8 verified positive for both EC and LTB. This means only 80% were verified positive and therefore the final count of 30 is adjusted by 80% to 24 colonies.
   (ii) For verified samples, report as "Verified" in the comment field.

10. Data Qualifier Codes - The use of Data Qualifier Codes is not discussed in the methods, but the Department's QA-Rule 62-160 F.A.C. requires that data qualifiers be used when the data is being submitted to the State. The purpose of the Data Qualifier Codes is to communicate the reliability of the reported data to the consumer. Table 3 identifies those Data Qualifier codes that are generally associated with microbiological data reporting. Others may apply. The laboratory must apply any applicable data qualifiers as listed in Table 1 of the Quality Assurance Rule (62-160, F.A.C.)
    a. Any data point which is derived from any analysis other than the direct calculation of the number of colonies on a membrane filter that were within the recommended range of the method must be qualified with one or more of the Data Qualifier Codes listed below.
    b. Any result associated with a failed QC test must be reported with applicable data qualifiers.
    c. Any result that is associated with a failure to meet test requirements (e.g., holding time, incubation time, etc.) shall also be qualified with applicable data qualifiers.
    d. Failure to report data with appropriate data qualifier codes will be returned to the laboratory without payment for services until corrections are made.

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Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier	62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)	
A	Rule	Value reported is the arithmetic mean (average) of two or more determinations. This code shall be used if the reported value is the average of results for two or more discrete and separate samples. These samples shall have been processed and analyzed independently. Do not use this code if the data are the result of replicate analysis on the same sample aliquot, extract or digestate.
	Contract Requirement	*Two or more replicates of the same volume of sample are run and the data averaged.*
B	Rule	Results based upon colony counts outside the acceptable range. This code applies to microbiological tests and specifically to membrane filter colony counts. The code is to be used if the colony count is generated from a plate in which the total number of coliform colonies is outside the method indicated ideal range. This code is not to be used if a 100 mL sample has been filtered and the colony count is less than the lower value of the ideal range.
	Contract Requirement	*Based on colony counts outside the method specified range of 20 – 60 colonies per membrane filter.* ***This code is not required if a 100 mL sample has been run, the density reported is below 20 and only this sample value was reported.***
J	Rule	Estimated value. A "J" value shall be accompanied by a detailed explanation to justify the reason(s) for designating the value as estimated. Where possible, the organization shall report whether the actual value is estimated to be less than or greater than the reported value. A "J" value shall not be used as a substitute for K, L, M, T, V, or Y, however, if additional reasons exist for identifying the value as an estimate (e.g., matrix spiked failed to meet acceptance criteria), the "J" code may be added to a K, L, M, T, V, or Y. Examples of situations in which a "J" code must be reported include: instances where a quality control item associated with the reported value failed to meet the established quality control criteria (the specific failure must be identified); instances when the sample matrix interfered with the ability to make any accurate determination; instances when data are questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of a grab sample); instances when the analyte was detected at or above the method detection limit in a blank other than the method blank (such as calibration blank or field-generated blanks and the value of 10 times the blank value was equal to or greater than the associated sample value); or instances when the field or laboratory calibrations or calibration verifications did not meet calibration acceptance criteria.
	Contract Requirement	*In addition to the above examples, other "J" code situations are: quality control duplicate failures, ongoing precision recovery (OPR) spike failures, matrix spike failures, incubation period or temperature failures, other QC check failures.*
O	Rule	Sampled, but analysis lost or not performed.
	Contract Requirement	*Sample taken but analysis lost, invalidated, or not performed.*

Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier	62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)	
Q	Rule	Sample held beyond the accepted holding time. This code shall be used if the value is derived from a sample that was prepared or analyzed after the approved holding time restrictions for sample preparation or analysis.
	Contract Requirement	*Sample received after 6 hours OR analyzed beyond 8 hours.*
U	Rule	Indicates that the compound was analyzed for but not detected. This symbol shall be used to indicate that the specified component was not detected. The value associated with the qualifier shall be the laboratory method detection limit. Unless requested by the client, less than the method detection limit values shall not be reported (see "T" above).
	Contract Requirement	*Organism was analyzed for but not detected.*
V	Rule	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value. Note: unless specified by the method, the value in the blank shall not be subtracted from associated samples.
	Contract Requirement	*Analyte was detected in both samples and method blank. Use this code when the sample result is less than or equal to 10 times the value of the blank. Do not subtract the value of the blank from the sample result.*
Y	Rule	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Rule	Too many colonies were present for accurate counting. Historically, this condition has been reported as "too numerous to count" (TNTC). The "Z" qualifier code shall be reported when the total number of colonies of all types is more than 200 in all dilutions of the sample. When applicable to the observed test results, a numeric value for the colony count for the microorganism tested shall be estimated from the highest dilution factor (smallest sample volume) used for the test and reported with the qualifier code.;
	Contract Requirement	*Colonies on plate too numerous to count (TNTC).* ***Results shall be reported as the maximum recommended count of typical target colonies (60 CFU /lowest volume used x 100 mL). If atypical, non-target, spreading colonies or other interferences occur where typical target organisms cannot be determined, report "No Result" in the results column and "Z" in the Data Qualifier column.***

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6261 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Single Source Procurement with Thompson Tractor Company for Certified Re-build of Caterpillar 836H Compactor
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Single Source Procurement with Thompson Tractor Company for Dealer Certified Rebuild of a Caterpillar 836H Compactor - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve a Single Source Procurement, with Thompson Tractor Company for Dealer Certified Rebuild of a Caterpillar 836H Compactor, PN 58351, for the amount of $405,037.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

BACKGROUND:

The Caterpillar 836H Compactor, PN 58351, has been in operation at the Perdido Landfill for approximately 5 years. Current operating hours are in excess of 11,000, and thus, has exceeded its life expectancy.

The Caterpillar Company Certified Re-build Program was started approximately 30 years ago and is possible because of the strength of the frame and the quality of the components used. The re-build has to meet stringent Caterpillar specifications, which are monitored closely. Through this program, components are required to meet manufacturer specifications and are replaced accordingly. Upon Certified Re-build, the machine is issued a new serial number. A savings of approximately $600,000 is realized in comparison to the cost of $1,000,000.00 for a brand new machine, with a similar warranty.

BUDGETARY IMPACT:

Funds are available in Fund 401, Solid Waste Fund, Cost Center 230314.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for expenditures over $50,000.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Thompson Cert Rebuild Invoice

Thompson CAT

Thompson Caterpillar
2670 West Nine Mile Road
Pensacola, FL 32534
850.471.6700

Caterpillar Certified Rebuild Estimate

CUSTOMER NAME:	Escambia County Solid Waste	DATE	19-May-2014
CUSTOMER #:	2681000	MODEL:	836H
ADDRESS:	Cantonment, Florida	SERIAL #:	BXD00781
ATTENTION:	Dennis Rigby	QUOTE EXP:	18-Jun-2014

Component Activity	Component Cost
Clean machine	$ 4,455.00
R/I Components	$ 41,200.00
Brakes	$ 4,542.00
Final Drives	$ 55,082.00
Front Diff	$ 18,057.00
Rear Diff	$ 18,057.00
Diff Support	$ 8,512.00
Trans / Trans Gears	$ 47,412.00
Torque Converter	$ 11,496.00
Radiator & Guard	$ 22,243.00
Engine	$ 56,301.00
Recond Hydraulics	$ 21,569.00
Articulation Joint	$ 7,127.00
Recondition Cab	$ 18,252.00
Recondition Platform	$ 10,500.00
Recondition Frame	$ 8,615.00
Recondition Push Arms & Blade	$ 9,352.00
Paint Machine	$ 8,365.00
Fast Fill Oil	$ 2,400.00
Total	**$ 373,537.00**
Warranty Options	
3 Year / 5000 Hour Powertrain	$ 21,500.00
3 Year / 5000 Hour Powertrain & Hydraulics	$ 31,500.00
Total w/ Warranty	
3 Year / 5000 Hour Powertrain	**$ 395,037.00**
3 Year / 5000 Hour Powertrain & Hydraulics	**$ 405,037.00**

Derek Blake
Product Support Sales Representative
derekblake@thompsontractor.com
850.324-8209 cell 850.471.0722 fax

Customer Signature

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6266 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Approval to Increase Fiscal Year 2013/2014 Purchase Orders for Solid Waste Management Department
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Jones Edmunds & Associates, Inc., for Mixed Waste Processing at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

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

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	$11,800
Vendor:	Jones Edmunds & Associates, Inc.
Project Name:	Engineering Services for RFP for Mixed Waste Processing at Perdido Landfill
Contract:	PD 05-06.041
Purchase Order Number:	131181
Change Order (CO) Number:	3
Original Award Amount:	$26,400
Cumulative Amount of Change Orders through this CO:	$31,400
New Contract Total:	$57,800

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

The Solid Waste Management Department has requested that Jones Edmunds & Associates, Inc. expand the current Scope of Services for preparing the Mixed Waste Processing (MWP) Request for Proposal (RFP), to include assistance with further contract development and contract negotiations.

BUDGETARY IMPACT:

Funds are available in Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6361 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Purchase of One Mac Model TNSP48MF Waste Trailer with Walking Floor - Specification Number: VE13-14.020, Vehicle Purchase #6
From: Pat Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Mac Model TNSP48MF Waste Trailer with Walking Floor for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #13-11-0904, per Specification #41, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one Mac Model TNSP48MF Waste Trailer with Walking Floor, Specification Number VE13-14.020, Solid Waste Department Vehicle Purchase #6, to General Truck Equipment & Trailer Sales, Inc., in the amount of $74,947.50, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

BACKGROUND:

This Waste Trailer will be utilized for the transportation of waste from the Palafox Transfer Station to the Perdido Landfill.

BUDGETARY IMPACT:

Funding for this purchase is available in Fund 401, Solid Waste, Cost Center 230307, Object Code 56401.

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, Section 46-44, Applications; exemptions, and Section 46-64, Award approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department (SWMD) will coordinate with the Office of Purchasing for the issuance of the Purchase Order. SWMD Fleet Maintenance will coordinate delivery of the Mac Model TNSP48MF Waste Trailer with Walking Floor with General Truck Equipment & Trailer Sales, Inc.

Attachments

Trailer Quote

Sheriffs Assoc. Contract Excerpts

GENERAL TRUCK
EQUIPMENT & TRAILER SALES INC.
5310 BROADWAY AVENUE • POST OFFICE BOX 6954
JACKSONVILLE, FLORIDA 32254 • PHONE 904/389-5541

May 6, 2014

Mr. Dennis Rigby
Escambia County
Pensacola, FL

Dear Dennis:

Thank you for the opportunity to quote on a new Mac model TNSP48MF Waste Trailers with Walking Floor per Spec #41 on Sheriff's Contract #13-11-0904. This trailer is identical to the last 5 (VIN #28949-28953).

Base Unit/West	$66,500.00
GTE 3907 Hydraulic Flip Tarp	$6,500.00
You will also require the following non specified options:	
NSO #1 Keith V18 Floor List $2,050.00	$1,947.50 with Discount
TOTAL	**$74,947.50 each**

Thanks for your consideration.

Sincerely,
GENERAL TRUCK EQUIPMENT & TRAILER SALES, INC.

Joel Overfield

"Jacksonville's Only Complete Truck Equipment Center"

TRUCK BODIES
FRP & Furniture
Dry & Refrigerated
Flat & Stake
Steel & Aluminum Dump
Service & Utility
Refuse
Cement Mixers
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Beverage
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Specials

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Trailing Axles-5th Wheels
PTO-Fuel Tanks
Wreckers-Aerial Buckets
Truck Mounted Cranes
Yard Tractors-Winches

TRAILERS
Van
Refrigerated
Open Tops
Furniture
Electronic
Livestock
Flatbeds
Lowboys
Dumps
Tanks
Bulkfeed
Specials

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

The Solid Waste Division of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2014 - 0 mileage

Model: MAC TNSP48MF Waste Trailer

Color: Aluminum

Equipment: To be equipped with standard factory equipment as specified.

Warranty: 12 month full trailer warranty

Vehicle Specifications and Manufacturer's Options

Hydraulic Flip Tarp

Keith V18 walking floor

Delivery required (from order date):

90 – 120 days

Maximum Budgeted Purchase Amount:

$74947.50

Base Unit/West	$66,500.00
GTE 3907 Hydraulic Flip Tarp	$6,500.00
You will also require the following non specified options:	
NSO #1 Keith V18 Floor List $2,050.00	$1,947.50 with Discount
TOTAL	$74,947.50 each

Specification Number VE13-14.020 – Solid Waste Department Vehicle Purchase #6- MAC TNSP48MF Waste Trailer

Posting Date	Friday, May 09, 2014
Due Date for Offers	Monday, June 9, 2014
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE13-14.020 Solid Waste Department Vehicle Purchase #6- –MAC TNSP48MF Waste Trailer

Offers for the sale of vehicles meeting the specifications for VE13-14.020 Solid Waste Department Vehicle Purchase #6 as listed will be accepted until 5:00 pm on Monday, June 9, 2014. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE13-14.020 Solid Waste Department Vehicle Purchase #6 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Denee M. Rudd

From: Claudia A. Simmons
Sent: Friday, June 13, 2014 9:20 AM
To: Denee M. Rudd; Pat T. Johnson
Subject: RE: Website Bids?
Attachments: VE13-14.020.pdf

Denee,
The 30 day posting period for VE13-14.020 Vehicle Purchase for Solid Waste ended on June 9, 2014. No offers were received. Please prepare a Board recommendation for this purchase since it exceeds $50K; please include the board approval resume and the attached as back up to the requisition. Please reference VE13-14.020 in the text of the requisition. Purchasing will do the P.O.
Thank you,

Claudia Simmons, CPPO Manager
Office of Purchasing
Escambia County Board of Commissioners
213 Palafox Place, 2nd Floor, Suite 200
Pensacola, Florida 32502
(850) 595-4987 FAX (850) 595 4805
claudia_simmons@co.escambia.fl.us

From: Denee M. Rudd
Sent: Wednesday, June 11, 2014 11:11 AM
To: Claudia A. Simmons
Cc: Lori A. Kistler
Subject: Website Bids?

Claudia,

We put a Waste Trailer w/Walking Floor on the website last month. Did you get any bids? They were due yesterday. Also, can you give me the vehicle number so we can do a recommendation to the board. I cannot find the VE#'s on your website not sure where they are located.

Thanks

Denee M. Rudd
Escambia County Solid Waste Management
Accounting Supervisor
13009 Beulah Road
Cantonment, FL 32533-8831
(850) 937-2175 - Direct Line
(850) 937-2152 - Fax

BID AWARD ANNOUNCEMENT

13-11-0904

Effective Dates:
October 1, 2013– September 30, 2014

OFF-ROAD UTILITIES, MEDIUM/HEAVY TRUCKS, & OTHER FLEET EQUIPMENT

Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida

Coordinated By

The
Florida Sheriffs Association
& Florida Association of Counties

FAC
FLORIDA ASSOCIATION OF COUNTIES
All About Florida

Specification #40 – 8'6" x 25' Deck Over Flatbed Trailer - 16,000 lb. GVWR
Awarded Dealer(s) 994
Base Specifications 996
All Pro Trailer TA8258T 998
Eager Beaver B8-DOW 1001
Econoline DP1025DE Tag Trailer 1004
Felling Trailers FT-16-2 1007
Interstate 16BST 1010
Rolls Rite 30KP25HP 1013
Texas Trailer TX85258T 1016
Towmaster C-16 1020
Trail King TK20 1023

Specification #41 – 48' Waste Trailer with Walking Floor
Awarded Dealer(s) 1026
Base Specifications 1027
Mac Trailer TNSP48MF 1029

Specification #42 – 14,000 lb. GVWR Pull Behind Dump Trailer
Awarded Dealer(s) 1032
Base Specifications 1033
All Pro DT7147T-24 1035
Big Tex 14LX 1037
Felling FT-12DT-HD 1039
Towmaster T-HD12 1042

Specification #43 – Self Propelled Hydrostatic Broom - Center Slung
Awarded Dealer(s) 1045
Base Specifications 1046
Blaw-Knox CB-90 1047
Broce 350 1049

Specification #44 – 10 Cubic Yard Combination Sewer Cleaning/Vacuuming Machine
Awarded Dealer(s) 1052
Base Specifications 1053
Aquatech B-10 1055
Super Products Camel 200 1058
Vacall AJV 1010 1061
Vac-Con 11 Yard 1064
Vactor 2100 Plus 1067

Specification #45 – Regenerative Air Street Sweeper
Awarded Dealer(s) 1070
Base Specifications 1071
Elgin Crosswind J Plus 1073
Johnston RT655 1078
Schwarze A7 Tornado 1082
Stewart-Amos Galaxy R-8 1087
Tymco 600 1092

Specification #46 – Cabover Mechanical Broom Street Sweeper
Awarded Dealer(s) 1097
Base Specifications 1098
Elgin Eagle 1100

Name of Dealership	Type of Vehicle	Zone	Base Price
8'6" X 25' DECK OVER FLATBED TRAILER – 16,000 LB. GVWR (Specification #40) ***(continued)***			
Kelly Tractor Co.	Felling Trailers FT-16-2	Western	$11,700.00
Kelly Tractor Co.	Felling Trailers FT-16-2	Northern	$11,700.00
Kelly Tractor Co.	Felling Trailers FT-16-2	Central	$11,700.00
Kelly Tractor Co.	Felling Trailers FT-16-2	Southern	$11,700.00
Nortrax, Inc.	Interstate 16BST	Western	$10,683.00
Nortrax, Inc.	Interstate 16BST	Northern	$10,683.00
Nortrax, Inc.	Interstate 16BST	Central	$10,683.00
Nortrax, Inc.	Interstate 16BST	Southern	$10,683.00
Kingline Equipment, Inc.	Rolls Rite 30KP25HP	Western	$14,800.00
Kingline Equipment, Inc.	Rolls Rite 30KP25HP	Northern	$14,800.00
	Rolls Rite 30KP25HP	Central	-- NB --
	Rolls Rite 30KP25HP	Southern	-- NB --
Texas Trailers Sales and Service	Texas Trailer TX85258T	★ Western	$8,367.00
Texas Trailers Sales and Service	Texas Trailer TX85258T	★ Northern	$7,977.00
Texas Trailers Sales and Service	Texas Trailer TX85258T	★ Central	$8,142.00
Texas Trailers Sales and Service	Texas Trailer TX85258T	★ Southern	$8,372.00
Ring Power Corporation	Townmaster C-16	Western	$17,036.00
Ring Power Corporation	Townmaster C-16	Northern	$17,036.00
Ring Power Corporation	Townmaster C-16	Central	$17,036.00
Kelly Tractor Co.	Townmaster C-16	Southern	$12,700.00
Flagler Construction Equipment	Trail King TK20	Western	$15,377.00
Flagler Construction Equipment	Trail King TK20	Northern	$15,377.00
Flagler Construction Equipment	Trail King TK20	Central	$15,377.00
Flagler Construction Equipment	Trail King TK20	Southern	$15,377.00
48' WASTE TRAILER WITH WALKING FLOOR (Specification #41)			
General Truck Equipment Trailer	Mac Trailer TNSP48MF	★ Western	$66,500.00
General Truck Equipment Trailer	Mac Trailer TNSP48MF	★ Northern	$66,425.00
General Truck Equipment Trailer	Mac Trailer TNSP48MF	★ Central	$66,725.00
General Truck Equipment Trailer	Mac Trailer TNSP48MF	★ Southern	$66,900.00
14,000 LB. GVWR PULL BEHIND DUMP TRAILER (Specification #42)			
General Truck Equipment Trailer	All Pro DT7147T-24	★ Western	$8,874.00
General Truck Equipment Trailer	All Pro DT7147T-24	★ Northern	$8,624.00
General Truck Equipment Trailer	All Pro DT7147T-24	★ Central	$8,724.00
General Truck Equipment Trailer	All Pro DT7147T-24	★ Southern	$8,974.00
Texas Trailers Sales and Service	Big Tex 14LX	Western	$9,699.00
Texas Trailers Sales and Service	Big Tex 14LX	Northern	$9,282.00
Texas Trailers Sales and Service	Big Tex 14LX	Central	$9,447.00
Texas Trailers Sales and Service	Big Tex 14LX	Southern	$9,676.00

DELIVERY CONDITIONS

In addition to equipment specified by these specifications and by the applicable detailed specifications, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

a. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants;

b. Check all fluid levels to assure proper fill;

c. Adjustment of engine to proper operating condition;

d. Inflate tires to proper pressure;

e. Check to assure proper operation of all accessories, gauges, lights and mechanical and hydraulic features;

f. Front end alignment and wheels balanced, including spare;

g. Focusing of headlights;

h. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet;

i. Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;

j. Owner's manual and warranty manual to accompany each vehicle;

k. All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" is specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications. Failure of the contractor to comply with these requirements may result in a fine of up to $1,000 per vehicle, and/or probation, suspension, and/or termination from the current bid and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.

l. Manufacturer's suggested retail price list sheet (window sticker) form **MUST** be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted;

m. All dealer installed accessories (rollbar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications. All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. Location, design, and model of rollbars must be approved prior to installation.

AWARDED DEALERS *(continued)*

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32824
Contact: Don D'Alessandro
Phone: 407-850-9614
Mobile: 407-383-9584
Fax: 407-850-0823
E-mail: ddalessandro@flaglerce.com

Florida Coast Equipment, Inc.
9775 W Boynton Beach Blvd
Boynton Beach, FL 33472
Contact: Todd Bachman
Phone: 561-369-0414
Mobile: 239-253-0322
Fax: 561-369-1282
E-mail: TBachman@FloridaCoastEq.com

Futch's Tractor Depot, Inc.
8515 State Road 207 North
Hastings, FL 32145
Contact: Shawn Sadler
Phone: 904-692-3673
Mobile: 386-937-4477
Fax: 904-692-2842
E-mail: shawn@futchsdepot.com

G S Equipment, Inc.
1023 South 50th Street
Tampa, FL 33619
Contact: Marc Young
Phone: 813-248-4971
Mobile: 941-809-8703
Fax: 775-417-0396
E-mail: marc@gsequipment.net

General GMC Truck Sales & Service, Inc.
360 South Military Trail
West Palm Beach, FL 33415
Contact: Leonard De Santi
Phone: 561-686-8906
Mobile: 561-373-1801
Fax: 561-697-8429
E-mail: ldesanti@generalgmc.com

General Truck Equipment & Trailer Sales, Inc.
5310 Broadway Ave.
Jacksonville, FL 32254
Contact: Joel Overfield
Phone: 904-389-5541
Mobile: 904-860-3784
Fax: 904-388-9270
E-mail: joel1general@aol.com

GHC Motorsports
614 US Hwy 27 South
Lake Placid, FL 33852
Contact: Scott Bradley
Phone: 863-699-2453
Mobile:
Fax: 863-699-2639
E-mail: ghcsales@embarqmail.com

Glade & Grove Supply Co.
1006 S Main Street
Belle Glade, FL 33430
Contact: Ken Holowecky
Phone: 561-996-3095
Mobile: 561-703-2644
Fax: 561-996-8513
E-mail: kenh@gladeandgrove.com

Godwin Pumps of America
202 Winston Creek Parkway
Lakeland, FL 33810
Contact: Jed Church
Phone: 863-682-8800
Mobile: 813-323-3478
Fax: 863-682-5200
E-mail: Jed.Church@xyleminc.com

Growers Equipment Co.
2695 Davie Road
Davie, FL 33314
Contact: David Lopez
Phone: 954-916-1020
Mobile: 954-295-2720
Fax: 954-916-0080
E-mail: david@growersequipment.com

ZONE MAP

WESTERN

NORTHERN

CENTRAL

SOUTHERN

WESTERN
ESCAMBIA
SANTA ROSA
OKALOOSA
WALTON
HOLMES
WASHINGTON
BAY
JACKSON
CALHOUN
GULF
LIBERTY
FRANKLIN
GADSDEN
WAKULLA
LEON
JEFFERSON
TAYLOR
MADISON
LAFAYETTE
DIXIE

NORTHERN
GILCHRIST
ALACHUA
UNION
BRADFORD
BAKER
NASSAU
DUVAL
CLAY
PUTNAM
ST. JOHNS
FLAGLER
VOLUSIA
MARION
LEVY
HAMILTON
COLUMBIA
SUWANNEE

CENTRAL
CITRUS
SUMTER
LAKE
HERNANDO
SEMINOLE
ORANGE
PASCO
PINELLAS
HILLSBOROUGH
POLK
OSCEOLA
BREVARD
INDIAN RIVER
MANATEE
HARDEE
HIGHLANDS
OKEECHOBEE
ST. LUCIE
SARASOTA
DESOTO

SOUTHERN
CHARLOTTE
LEE
GLADES
MARTIN
HENDRY
PALM BEACH
COLLIER
BROWARD
MONROE
MIAMI-DADE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6356 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Upgrade of the County Microwave Radio Network and P25 Radio System
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Upgrade of the County Microwave Radio Network and P25 Radio System - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the upgrade of the County Microwave Radio Network and P25 Radio System:

A. Approve the upgrade of the County Microwave Radio Network and P25 Radio System, for the amount of $3,598,997, based on a combination of discounts using the State of Alabama Two Way Radio Contract #4012695 and the Houston-Galveston Area Council (HGAC) Contract No. RA05-12, Radio Communication/Emergency Response & Mobile Interoperability Equipment (Contracts used in the purchase of the original P25 radio system in 2010);

B. Approve, and authorize the Chairman to sign, the Communications System Agreement between Motorola Solutions, Inc., and Escambia County, for the purpose of the upgrades; and

C. Approve the issuance of a Purchase Order to Motorola Solutions, Inc., for the purpose of payment, in accordance with the Agreement.

[Funding: Fund 352, LOST III Fund, Cost Center 330435]

BACKGROUND:

There are several critical phases of the Public Safety communications system that require upgrades;

- Microwave Radio Network
- ASTRO 25 Software Upgrade
- Receiver Site Upgrades
- Public Safety Microwave Site Redundant Backhaul
- Englewood Microwave Tower Site

This bundled purchase reduces “a la carte” pricing and includes our continued use of our local CES Team One Communications, Inc. for maintenance and installation.

Microwave Network System: Escambia County's Microwave Loop System (California Microwave (CM) provides the transport bandwidth for Public Safety's Radio Network; Escambia County Fire, EMS, Sheriff's Office, Emergency Management, Code Enforcement, Animal Control, School Board, ECAT and Road Prison. The system was manufactured by Microwave Networks Incorporated (MNI) and installed in 1997. It is the backbone of our radio network and has been "rock solid" for 17 years with no major failures experienced. In July 2009, MNI notified all customers that CM replacement and repair products were no longer being manufactured. Due to the critical nature of this equipment, it is imperative to replace this system before parts become unavailable and a possible catastrophic failure occurs that cripples Public Safety communications.

ASTRO 25 Software Upgrade: When Escambia County purchased Motorola's P25 Digital UHF (ASTRO 25) Radio System in 2010, the OS software version was 7.9. Version 7.14 was released in the fourth quarter of 2013. To stay current for receipt of security and OS patch updates, the system core must be upgraded to the current OS version. Failure to do so could have serious consequences in the future. Upgrading to the latest version software will reduce annual maintenance costs by approximately $60,000.

Receiver Site Upgrades: Our 2010 purchase of the P25 Digital UHF Radio System allowed for the new system to be engineered to the same level of radio coverage of our prior system. Although the new system provides improved coverage, we continue to have radio coverage issues that had been known and dealt with for years. This upgrade will enhance the spotty coverage areas significantly and reduce the potential for mission critical radio transmissions significantly. The sites to be upgraded are: Scenic Heights Tower, Don Sutton Tower, and Century Water Tank Site.

Public Safety Microwave Site Redundant Backhaul: The link between the master radio core (located within the Public Safety Building Complex) and the Public Safety Microwave Tower Site, which is the critical link between all sites, is a single fiber connection. Loss of this connection is a single point of failure, which could easily degrade public safety communications. This upgrade will provide the optimum solution using a microwave hop and automatic switching for the fiber connection.

Englewood Microwave Tower Site: The City of Pensacola is currently replacing the Englewood tower site. This site includes systems for Sheriff's Office, Fire, EMS, and Code Enforcement radios. This purchase includes relocating these antennas and associated equipment to the new tower.

BUDGETARY IMPACT:

Funding is available for this upgrade in Fund 352, LOST III Fund, Cost Center 330435.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Following Board approval and full execution of the Communications System Agreement, the Public Safety Department will initiate a purchase requisition. Michael Moring, Communications Division Manager, will monitor the project and Agreement.

Attachments

Motorola's Proposal dated May 6, 2014

State of Alabama Two Way Radio Contract

HGAC Contract

Communications System Agreement

MICROWAVE RADIO NETWORK UPGRADE & P25 RADIO SYSTEM UPGRADE

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 1

SYSTEM DESCRIPTION

1.1 INTRODUCTION

Motorola is pleased to provide the following proposal for Escambia County Public Safety.

The system design includes the following:

Upgrading the Escambia County's existing 7.9 M2 Digital Conventional Radio System Core to the latest version of Motorola's ASTRO25 platform – 7.14.

Upgrading the Escambia County's existing Microwave Radio Network to a Ethernet Based Solution.

Adding new Radio Antenna's and Transmission line to the New City of Pensacola Englewood Tower once it's constructed.

Adding a new Redundant Microwave Backhaul between the Public Safety Radio Tower and the Escambia Co. EOC

Converting the Escambia County's existing Receiver Site at the following locations to Transmitter Sites:

- Century Water Tower Site – Fire & EMS
- Don Sutton Tower Site – Fire, EMS, and Sheriff's Office
- Scenic Heights Tower Sit – Fire, EMS and Sheriff's Office

1.2 ESCAMBIA COUNTY MICROWAVE SYSTEM UPGRADE

Motorola is proposing to Escambia County a replacement microwave transport to replace the legacy DS1 based system now in place. The existing Microwave Networks Inc. (MNI) "loop" and spur system is at end of life, and does not provide native Ethernet backhaul capability that is required in today's Public Safety radio systems, and in particular, the county's new P25 Distributed Conventional Digital Radio System.

Motorola is proposing Microwave Networks for this replacement, which will provide the service and reliability. An "overbuild" design will be implemented to allow the new system to co-exist with the old upper 6 GHz MNI radios on the same waveguide and dishes as possible. This will allow the new lower 6GHz system to be installed, optimized, and thoroughly tested while maintaining the existing transport, and then providing a minimal impact cutover of the radio system to the new Ethernet Microwave System.

1.2.1 Installation Summary

Each of the existing 6 GHz MNI hops in the loop will be upgraded with new waveguide and dishes, and overbuild with the new microwave radios and backhaul network terminations. This will be done while maintaining existing system integrity with minimal user outages. Where the loop hop is 11 GHz (Pipeline to PS_Bldg), the new waveguide and dishes will need to be installed on the sites in parallel with the existing.

After all of the new site equipment is installed, it will be thoroughly tested, and the cutover of the P25 radio equipment will only require each site's Ethernet connection to move from the Ethernet to T1 convertor to the new microwave backhaul, sites will move over with very little downtime. A detailed cutover process will be designed and approved by all parties' inclusion of these high-level steps:

- Change out old dishes/waveguide, hop at a time.
- Installation of new MX, and interface to old CM-6 equipment in parallel operation
- Configure, Optimize, and Test new IP and DS1s
- Cut over existing T1 equipment to new RAD MuliPlex
- Connect P25 Conduit Hubs to new Ring
- Remove RICi-16 links
- Cut over P25 BR Sites to new Ring
- Remove old MNI CM6/11 equipment

1.2.2 Network Design

The new MNI microwave network design provides full Layer-2 switch capabilities, on a bandwidth that exceeds SONET throughput on a 30 MHz channel. Each link is currently configured for Ethernet, with four 10/100/1000 Gigabit Ethernet ports per radio. Some of the key features of this microwave network are:

- Industry-leading System Gain
- Full Layer-2 Ethernet Switching
- Native T1 and Native Ethernet (minimal latency)
- High Bandwidth Efficiency
- 4 GigE and Fast Ethernet Ports (expandable as required)
- Built-in SNCP and RSTP, to allow for ring protection for T1 and Ethernet without the use of external routers or switches
- Adaptive Coding and Modulation (ACM)
- Full Quality of Service (QOS) and Class of Service (COS) Functionality
- Full OA&M Functionality
- Software-capable Expansion

Power for the microwave system will be provided by redundant -48 VDC rectifier plants, which have been included at each of the locations. To provide continued operation of the microwave equipment, in the event of a power outage, each of the locations will also include a standby battery system sized for 24 hours of operation. An automatic low-voltage disconnect system will be utilized to protect the battery plant from deep-cycle discharge damage.

The microwave system has been designed for ease of testing, troubleshooting and repair of network components. Network Management and alarming of the microwave system will be integrated into the overall Network Management of the radio network, but may also be made available at a separate server dedicated to the microwave system. A set of microwave equipment spares has been included with the system, to provide for quick replacement of equipment failures. An Orderwire channel will be available on the microwave network and an Orderwire handset has been included at each microwave radio site, to further aid technicians in the testing and troubleshooting of the network.

The proposed solution provides loop switching for both the Gigabit Ethernet and T1 bandwidth. Ethernet protection is accomplished by Rapid Ring Protection and T1 protection is accomplished by MNI's integrated Self-Healing Alternate Route Protection (SHARP).

1.2.3 Proteus MX Hybrid Backhaul Microwave

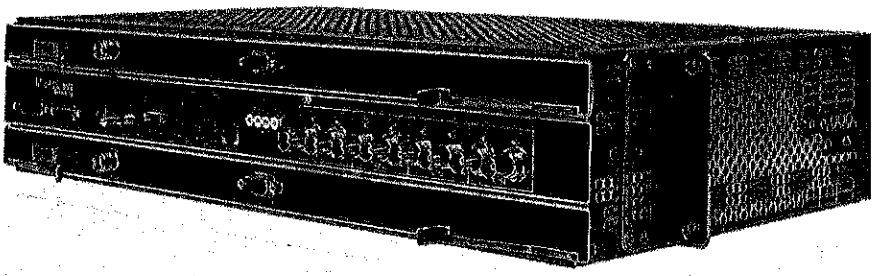
MNI is proposing their latest product, the Proteus MX-Series which boasts virtually limitless interface options while providing the highest flexibility in the industry. Proteus MX is Microwave Networks' most comprehensive hybrid backhaul microwave radio. It extends the capacity and Ethernet support of the Proteus AMT M-Series while maintaining the unique flexibility and traffic grooming features that are critical for making a smooth and cost-effective transition from TDM to Ethernet IP.

In addition to hardware reliability, path availability is critical to a reliable network. The Proteus MX starts with a variety of available indoor mounted and outdoor mounted RF Unit choices and adds Automatic Transmit Power Control (ATPC) and Adaptive Code and Modulation (ACM) to ensure a path can be designed and provisioned to meet even the most stringent goals.

Communications backhaul is migrating towards IP based transport – a fact that can easily been seen today; however, there remains a significant TDM infrastructure that must be supported. The software configurable hybrid IP/TDM nature of MNI's Proteus MX simplifies the migration towards IP by supporting both low latency IP and TDM traffic types, each carried in its native format (no conversion from TDM to IP for transport). Similarly, the combination of integrated features such as DS1 cross-connect, DS1 loop protection, and M13 multiplexing are unique in a single microwave platform and provide unprecedented control over traffic routing and payload allocation.

The Proteus MX shares common RF Units with previous MNI Proteus products. Both split mount ODUs and indoor mounted RF Units are compatible without modification. Existing Proteus radio links can be upgraded by simply replacing the existing SPU with Proteus MX SPUs.

Signal Processing Unit Features:



- Non-Protected SPU can be realized by removing one Channel Unit.
- Software defined modulation (QPSK to 256QAM), channel bandwidth (2.5 – 56 MHz) and data rate.
- Maximum data rates:
  - 30 MHz Channel: 191 Mbps
  - 40 MHz Channel: 251 Mbps
  - 50 MHz Channel: 310 Mbps
  - 56 MHz Channel: 345 Mbps
- Features include:

- Integrated Gigabit Ethernet with VLAN and QoS, and with Rapid Ring Protection (RRP) for loop networks.
- 2 NMS ports for out of band NMS, or NMS can be switched in-band, allowing the ports to be used as 2 additional GigE ports.
- Optional built in MNI µBus for TDM cross-connect up to 118 T1s or 90 E1s.
- Adaptive Code and Modulation (ACM) with as many as 12 steps – Software Option
- DACS – TDM channel mapping (DS1/E1, DS3,E3) – Software Option.
- SHARP – DS1/E1 Loop Protection – Hardware/Software Option.
- Optional TDM Data Card (functional equivalent to a LIM in the Proteus M-Series SPU)

- 32 DS1/E1
- 4 x DS3 or E3 (with M1-3 capability)
- 155 Mbps, SM or MM, with one or two outputs ports
- 32 DS1/E1 with SHARP loop protection
  - Industry standard TDM I/O connectors permanently mounted to SPU Chassis.
- 4 x DS3 on front (8 BNC Connectors)
- 1 or 2 x 155 Mbps Optical (LC connectors)
- 32 x DS1/E1 on rear panel (2 CHAMP 64-pin connectors, 32 TX and 32 RX)
  - Front and rear Main Power connectors.
  - Repositionable chassis mounting ears for flush or balanced mounting.
  - Transferrable front panel plug in SIM (System Identification Memory) card containing radio license, full configuration records and performance history.

1.2.4 Antenna Systems

The proposed Proteus MX radios are housed indoors and the connection to the outdoor antenna is accomplished with elliptical waveguide. The antenna and waveguide chosen for this application are both manufactured by Andrew Corporation. Andrew's elliptical waveguide is the optimum choice for most microwave antenna feeder systems. The waveguide is precision-formed from corrugated high-conductivity copper with a corrugated wall. The corrugated wall gives the waveguide excellent crush strength, lightweight and good flexibility for ease of handling.

Andrew PAR Series standard parabolic antennas are unshielded antennas that provide economical and reliable service where FCC Category A performance is a requirement. This series of antennas has a high wind survival rating that is critical during hurricane season in Florida. The antennas are manufactured with spun aluminum reflectors that provide long-term reliability and minimize environmental distortion to protect system investments. Radomes are also proposed for the antennas to reduce wind loading and enhance the survivability of the system. The qualities of both transmission line and antenna systems are important considerations as transmission line losses and antenna gain both contribute to the overall system availability. Flexible CMR to CPR, 24-inch flex waveguide transitions will be used to connect the waveguide to the radio terminal. This provides for ease of transition, improved aesthetics, and vibration and grounding isolation.

Connection to the antennas is accomplished with Andrew elliptical waveguide. The EW63 will be used for the 6 GHz applications. Andrew's pressurized, elliptical waveguide is the preferred choice for most microwave antenna feeder systems because it provides excellent electrical characteristics. The waveguide is precision-formed from high-conductivity copper with a corrugated wall for excellent crush strength. It is lightweight, and has good flexibility for ease of handling. Radomes have also been included in the design. Andrew's recommended three point grounding system will be used on all waveguide runs.

Andrew MT050 Series dehydrators were quoted for the antenna system pressurization. The MT050 Series dehydrator will provide positive air pressure within the waveguide and antenna feed-horn.

Positive air pressure prevents water from leaking into the system and therefore prevents corrosion. This fully automatic membrane dehydrator is ideal for antenna and waveguide systems from 0.1 to 20 ft3 in volume. The MT050 Series dehydrator requires only 4 rack units and has complete front access for installation and routine maintenance. The MT050 Series dehydrators are fixed pressure units and include a built in pressure storage tank, low pressure alarm, pressure gauge, lighted On/Off switch, high humidity and resettable circuit breaker. The MT050 is designed for a rack mount or freestanding operation. Wall mounted shelves for the dehydrators have been included with this system.

1.2.5 Power System

Each microwave rack quoted in the quotation is equipped with a Trimm fuse/terminal block panel. The intra-rack DC power wiring will be connected to the Trimm fuse/terminal block panel and the DC circuit for all rack mounted equipment and will be separately fused.

The Eltek rectifier will be factory racked, wired and a tested assembly. The assembly will contain individual DC circuit breaker distribution panel(s), voltage and current continuous metering capabilities, high/low DC voltage disconnect switching and all necessary maintenance and management alarm and control functions. The charger will be provided in redundant arrangement with units of identical capacity and type working on a load-sharing basis during normal operation. Solid state monitoring by the power board will be continuous and automatic switchover employed in the event of failure of either unit. Upon switchover the surviving rectifier will be able to carry the entire site load and provide 48-hour recharge in the event of any loss of AC power. Battery/charger configuration was determined for a minimum of 24 hours standby time. The charger was offered with redundant rectifier protection on a 1xn basis.

Powersafe batteries are designed using proven gas recombination technology which removes the need for regular water addition by controlling the evolution of hydrogen and oxygen during charging. The batteries will be rack mounted in EIA standard relay racks for floor space conservation. The DC distribution circuit breaker panels and the main -48 VDC ground (return) buss will be isolated in this rack as part of the Eltek power board assembly.

The Proteus MX-Series radios feature a full complement of service channels and test/diagnostic capabilities. It provides 2 out-of-band 19.2 kbps RS-232 serial channels and an Engiueering Orderwire channel which can be used as an audio EOW by plugging in a standard telephone set or, if EOW is not needed, as an asynchronous 64 kbps RS-422 channel. Diagnostics includes aggregate BER monitor, a selectable tributary BER Tester, aggregate and tributary loopback facilities, and a software chart recorder which can be configured to monitor and record any combination of radio features or alarms, including Received Signal Level (RSL) and transmitter output power.

The proposed system level of spares are provided for the microwave radios and power system.

1.2.6 Path Design

A microwave path engineering survey will be conducted on the new paths. The objective of this survey is to confirm the information used for clearance and engineering performance objectives. This confirmation includes site location (latitude/longitude coordinates), elevation above mean sea level (AMSL), accurate measurement of path obstructions along the path (i.e. trees and buildings, electrical transmission lines, cellular towers, and the presence of reflective surfaces), and general compilation of local climate information. At locations with existing towers, pre-determined azimuths and centerlines will be checked for availability/adaptability in terms of proposed antenna mounting.

Preliminary path calculations and profiles of Escambia County's proposed microwave site locations have been conducted. Actual field path surveys must be conducted to verify the site elevations, path

clearances, tower heights, antenna heights, antenna placements, and waveguide transmission line lengths. MNI's quotation includes the cost for these field surveys along with the necessary frequency search studies. The Proteus MX radio platform is digitally modulated and will operate in both the lower and upper 6 GHz. All paths in this proposal have been designed in accordance with the end-to-end, one-way-outage objective of 99.999% or greater availability per year at a BER of 10-6.

The path will be engineered using industry standard digitized terrain data and designed with specific transmit power and antenna systems to provide a calculated annual one-way availability of no less than 99.999%. The calculations for path performance for all frequencies are based on MNI published 10E-6 receiver threshold levels as registered with the FCC Bellcore Standard transmission engineering practices, formulas and topographic data are the foundation of these calculations.

The proposed Escambia County microwave system is designed to meet the end-to-end channel requirements today and well into the future. MNI is an experienced integrator and offers a detailed system design including radios, antenna systems, dehydrator and waveguide and DC Charger system. MNI is providing a full-turnkey solution including installation, path surveys, program management, training (see course syllabus), FCC Frequency Coordination and Licensing and equipment warranty. The proposed microwave system is cost effective, meets or exceeds 99.999% path reliability, includes fault monitoring capability, and is easily expandable to meet the future needs of Escambia County.

1.2.7 Channel Bank Replacement

The existing legacy circuit based DS0 circuit equipment will be replaced with RAD Ethernet to analog circuit conversion, allowing existing legacy equipment to operate on the new MNI backbone system.

The RAD MegaPlex with TDMoIP technology provides a cost-effective, versatile and modular solution for transmitting legacy TDM traffic over IP networks. This is especially suitable for large corporations, utilities or public safety users that are seeking a gradual migration to IP networks.

Additional information is in Appendix C.

1.2.8 Detailed System Description

The new microwave system will includes new hardware to replace the existing 6 GHz loop microwave system. This new equipment will provide native Ethernet, as well as DS1 capability. The major equipment and tasks includes:

- Field Surveys & FCC Licensing Coordination
- New 6GHz or 11GHz Microwave Radios
- Install new Batteries and Chargers at noted
- New waveguide and microwave dishes

1.2.9 North Site

This site is part of the 11 hop loop. It also includes an existing PTP600 hop to the Century Water Tower, which will be integrated into the new microwave backhaul. The major equipment for the Molino hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 255 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 4 ft HP microwave dish (SD)

The major equipment for the Walnut Hill hop includes:

- Rack Mounted 6 GHz radio
- 181 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104
  - MP2100M-ML-IP/UTP/1E Card
  - MP-21200 16 E&M Card
  - 4Port 2Wire-4wire Conv - INTRAPLEX
- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.10 Molino

This site is part of the 11 hop loop system.

The major equipment for the North Site hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 213 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 4 ft HP microwave dish (SD)

The major equipment for the Scenic Hills hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 188 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 3 ft HP microwave dish (SD)

Additionally, the following common equipment will be provided:

- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.11 Scenic Hts

This site is part of the 11 hop loop system.

The major equipment for the Scenic Hts to Molino Site hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 207 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 3 ft HP microwave dish (SD)

The major equipment for the Scenic Hts to Warrington hop includes:

- Rack Mounted 6 GHz radio
- 202 ft of EWP52 waveguide

- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 3 ft HP microwave dish (SD)

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104
  - MP2100M-ML-IP/UTP/1E Card
  - MP-21200 VC8/E&M Card
- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.12 Warrington

This site is part of the 11 hop loop system.

The major equipment for the Warrington to Fire Station hop includes:

- Rack Mounted 6 GHz
- 143 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 3 ft HP microwave dish (SD)

The major equipment for the Warrington to Englewood hop includes:

- Rack Mounted 6 GHz radio
- 149 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the Warrington to Big Lagoon hop includes:

- Rack Mounted 6 GHz 1+1 radio
- 155 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104
  - MP2100M-ML-IP/UTP/1E Card
  - MP-21200 VC8/E&M Card
- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.13 Englewood

This site is part of the 11 hop loop system.

The major equipment for the Englewood to Warrington hop includes:

- Rack Mounted 6 GHz
- 143 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the Englewood to SO hop includes:

- Rack Mounted 11 GHz radio
- 149 ft of EWP52 waveguide (?)
- 1 – 1ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.14 SO

This site is part of the 11 hop loop system.

The major equipment for the SO to Pipeline hop includes:

- Rack Mounted 6 GHz
- 112 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the SO to Englewood hop includes:

- Rack Mounted 11 GHz radio
- 149 ft of EWP52 waveguide (?)
- 1 – 1ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2100
  - MP2100M-ML-IP/UTP/1E Card
  - (1) MP-2100 16 E&M Card
  - (1) MP-21200 VC8/E&M Card
- 1 – Dehydrator w/2 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.15 Pipeline

This site is part of the 11 hop loop system.

The major equipment for the Pipeline to SO hop includes:

- Rack Mounted 6 GHz
- 284 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the Pipeline to PS_Bldg hop includes:

- Rack Mounted 11 GHz radio
- 172 ft of EWP90 waveguide
- 1 – 4ft HP microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104

  - MP2100M-ML-IP/UTP/1E Card
  - MP-21200 VC8/E&M Card
- 1 – Dehydrator w/2 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.16 PS_Bldg

This site is part of the 11 hop loop system.

The major equipment for the PS_Bldg to Pipeline hop includes:

- Rack Mounted 11 GHz radio
- 176 ft of EWP90 waveguide
- 1 – 4ft HP microwave Dish w/ Radome

The major equipment for the PS_Bldg to Gonzales hop includes:

- Rack Mounted 6 GHz
- 194 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- 1 – Dehydrator w/2 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.17 Gonzales

This site is part of the 11 hop loop system.

The major equipment for the Gonzales to PS_Bldg hop includes:

- Rack Mounted 6 GHz radio
- 172 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the Gonzales to Don Sutton hop includes:

- Rack Mounted 6 GHz radio
- 172 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104
  - MP2100M-ML-IP/UTP/1E Card
  - MP-2100 16 E&M Card
- 1 – Dehydrator w/2 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.18 Don Sutton

This site is part of the 11 hop loop.

The major equipment for the Don Sutton to Gonzales hop includes:

- Rack Mounted 6 GHz radio
- 269 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

The major equipment for the Don Sutton to Walnut Hill hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 149 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 4 ft HP microwave dish (SD)

Additionally, the following common equipment will be provided:

- RAD MegaPlex MP2104
  - MP2100M-ML-IP/UTP/1E Card
  - MP-21200 VC8/E&M Card
- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.19 Walnut Hill

This site is part of the 11 hop loop.

The major equipment for the Walnut Hill to Don Sutton hop includes:

- Rack Mounted 6 GHz radio w/spatial diversity(SD)
- 176 ft (x2) of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – 4 ft HP microwave dish (SD)

The major equipment for the Walnut Hill to North site hop includes:

- Rack Mounted 6 GHz radio
- 175 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome

Additionally, the following common equipment will be provided:

- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.20 Big Lagoon

This site is part of the stub off of the loop.

The major equipment for the Big Lagoon to Warrington hop includes:

- Rack Mounted 6 GHz 1+1 radio
- 152 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – Dehydrator w/2 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

1.2.21 Pensacola PD

This site is part of the spur off of the loop.

The major equipment for the PPD to Englewood hop includes:

- Rack Mounted 6 GHz 1+1 radio
- 152 ft of EWP52 waveguide
- 1 – 6 ft PAR6 microwave Dish w/ Radome
- 1 – Dehydrator w/4 outlet gas manifold
- 1 – -48vdc Battery Charger
- -48vdc batteries

Microwave System Diagram is in Appendix B.

1.3 ECC REDUNDANT BACKHAUL

Motorola is proposing to Escambia County a redundant microwave transport to enhance the existing fiber based transport between the Public Safety Building (PS_Bldg) tower, which is a site for the existing Microwave Networks (MNI) "loop" and spur system, providing backhaul transport for the County's new P25 Distributed Conventional Digital Radio System.

The new PTP800 Microwave hop will be connected into the PS_Bldg Backhaul Switch in a redundant connection to the existing Ethernet/Fiber interface. The same connection will be made in the Room 407 of the ECC Building at the Master Site.

Using FCC licensed 23GHz frequencies, we will provide all necessary frequency and path planning, and includes all necessary filing with coordinators and the FCC.

After all new site equipment is installed it will be thoroughly tested, and then will be merged into the existing backhaul system, requiring little or no downtime to the P25 radio system. A detailed cutover process will be designed and implemented.

1.3.1 Detailed System Description

The new microwave system will provide new microwave infrastructure. The major equipment and tasks includes:

- Field Surveys & FCC Licensing Coordination
- Existing 23GHz Cambium Microwave Radios
- 1 foot microwave dish

PS_Bldg Tower Site

The major equipment for the PS_Bldg hop includes:

- Tower Mounted 23 GHz radio ODU
- 1 – 1 ft HP microwave dish
- 80 ft of 50 ohm coaxial cable
- 1 – PTP800 Modem w/full BW Capacity License
- Integrated into existing Backhaul Switch with Spanning Tree (w/Fiber connection)
- Programmed for UEM integration and management

ECC Site

This site is the Master Site building for the P25 7.9 core equipment. The major equipment for the ECC Site includes:

- Building Mounted 23 GHz radio ODU
- 1 – 1 ft HP microwave dish
- 120 ft of 50 ohm coaxial cable
- 1 – PTP800 Modem w/full BW Capacity License
- Integrated into existing Backhaul Switch with Spanning Tree (w/Fiber connection)
- Programmed for UEM integration and management

1.4 TRANSMIT ADD-ON–ENHANCED COVERAGE

Motorola is proposing to Escambia County fill-in RF sites to enhance the existing RF System coverage in areas not covered in the County's new P25 Distributed Conventional Digital Radio System.

These areas have been identified by the County, and they have requested Motorola to analyze and make recommendations.

There are three areas of concern, and all are for portable coverage enhancements. The areas are:

- Area north of Century, where mutual aid assistance into Escambia Alabama is given.
- Area in the center of the county North of Molino.
- Scenic Highway from north of I-10 to south of the airport.

All of these areas of concern can be addressed using existing infrastructure – sites already in the County's P25 system – by adding GTR8000 transmitters where GPW8000 receivers are in use. The County has GPW8000 receivers not used, and they will be converted to GTR8000. After all new site equipment is installed; it will be thoroughly tested, and then will be merged into the existing system, requiring little or no downtime to the P25 radio system. A detailed cutover process will be designed and iinplemented.

1.4.1 Detailed System Description

As noted above, existing receivers will be upgraded/converted to GTR8000 transmitters. No additional rack space is required for the coverted transmitters. Rack Space will be required for the new TRAK Frequency Standard, as well as new combiners and Receiver Pre-selectors. Network connections will be reused for the base radios, and new added for the TRAK. The major equipment and tasks includes:

- Install New Transmit Antenna System(s)
- Install new TRAK Frequency Standard and 2 GPS Antennas
- Install new transmitter combiner(s)

- Optimize and integrate all new equipment and test

Century Water Tower Site

This site is a Receive-Only site presently in an outdoor cabinet. The major equipment required for this site includes:

- A new Transmit Antenna mounted on the North side of the Water Tower at 145 feet.
- 215 feet of 7/8 inch Trilogy AirCell transmission line
- 2-channel UHF Combiner
- Two GPW8000 conversion to GTR8000
- TRAK Remote Site GPS Frequency Standard
- Programmed for GCM Comparator inclusion, NFM and UEM integration and management

Don Sutton Tower Site

This site is a new 300 ft self supporting tower site. Presently there is only one backup transmitter in this site for the Sheriff's Office. The major equipment required for this site includes:

- A new Transmit Antenna mounted on the Tower at 270 feet.
- 300 feet of 1 1/4 inch Trilogy AirCell transmission line
- Two - 2-channel UHF Combiner
- Three GPW8000 conversion to GTR8000
- TRAK Remote Site GPS Frequency Standard
- Programmed for GCM Comparator inclusion, NFM and UEM integration and management

Scenic Heights Tower Site

This site is a existing 300 ft self supporting tower site. Presently there is only one backup transmitter in this site for the Sheriff's Office. The major equipment required for this site includes:

- A new Transmit Antenna mounted on the East side of the Tower at 150 feet.
- 165 feet of 7/8 inch Trilogy AirCell transmission line
- One - 4-channel UHF Combiner
- Three GPW8000 conversion to GTR8000
- TRAK Remote Site GPS Frequency Standard
- Programmed for GCM Comparator inclusion, NFM and UEM integration and management

Master/Dispatch Site

Programming for inclusion of the new base radios into the P25 7.9 core equipment requires programming only. No new hardware is required.

1.5 ESCAMBIA P25 SYSTEM 7.14 UPGRADE

Motorola systems are designed with expandability and future migration in mind. ASTRO 25 is an IP Standards Based scalable platform. This fact, in conjunction with our experience in designing and implementing to specifically address public safety communications needs, makes Motorola uniquely suited to solve your current communications needs as well as providing a foundation for your future growth.

The ASTRO 25 system architecture is designed with inherent fault tolerance. This ensures, as far as possible, that a single point of failure will not cause the complete loss of the Master Site. In a similar manner, all possible measures are taken to prevent a single point of failure that would cause the complete loss of communications in the system. The ASTRO 25 system architecture ensures that

voice operation is afforded the same approach to fault distribution on the network, from the base stations through to the Master Site equipment. This fault distribution includes the ability to reroute the IP voice and data packets among the various redundant/spare router configurations. Faults within the network will provide notification on the Unified Event Manager (UEM).

The proposed solution is built upon the proven APCO Project 25 compliant Motorola ASTRO 25 platform.

To achieve these goals, the present Escambia County 7.9 Core and system, will be upgraded to the latest version – 7.14. This upgrade will bring the system to the latest relase. Additionally, a Subscription Upgrade Agreement (SUAII) is included to provide a managed approach to properly plan and fund continued upgrades every two years.

The upgrade consists of Firmware and Software upgrades of all system components. Additionally, several hardware replacements will be provided. These consist of:

- New CSA Servers – DL380p G8 Servers - These will replace the existing Sun Netra Servers as well as the existing
- New Core LAN Switches
- Upgrade of existing NICE IP Logger hardware

1.6 ENGLEWOOD TOWER

Pensacola's main tower site is an ageing 440 foot guyed tower, which is being replaced. Our proposal is to add the following antenna's and transmission line to the new tower.

The following antennas and line are quoted:

- 440' - (1) BA16067DIN on (2) 6' Universal Side Arms with (1) 1-1/4" lines
- 420' - (2) BA16067DIN on (2) 6' Universal Side Arms with (2) 1-1/4" lines
- 250' - (1) OA8067DIN on (1) 6' Universal Side Arm with (1) 1-1/4" line

Additionally, new Microwave Dishes and waveguide will be replaced per the Microwave section of this proposal.

1.7 ASSUMPTIONS AND CAVEATS

- All sites will meet Motorola's R56 2005 Standards for Communications sites. A copy of the "R56 v.2005 Standards & Guidelines for Communications site", one will be provided by Motorola on request. Motorola will ground the new Motorola equipment that is installed at the sites.
- Any site utility (AC-power, water, sewer, fuel or gas lines) upgrades or modifications are the responsibility of the Customer.
- Adequate HVAC: The Customer has HVAC capacity for the equipment included in this offer per Motorola document *Standards and Guidelines for Communication Sites* (R56).
- AC-power: The Customer has AC-power capacity within 5ft. of the Motorola equipment included in this offer per Motorola document *Standards and Guidelines for Communication Sites* (R56). Engineering will supply accurate power loading calculations upon request.
- Back-up AC-power capacity: The Customer has back-up AC-power capacity within 5ft. of the Motorola equipment included in this offer per Motorola document *Standards and Guidelines for Communication Sites* (R56).

- Transient Voltage Surge Suppression (TVSS): The Customer has TVSS capacity for the equipment included in this offer per Motorola document *Standards and Guidelines for Communication Sites* (R56).
- The Customer will supply sufficient single phase, surge suppressed, power to handle the proposed equipment in existing facilities/sites. The Customer will also maintain site and equipment grounding that is compliant with Motorola's R56 2005 Standards for Communications sites. If the Customer does not have a copy of the "R56 v.2005 *Standards & Guidelines for Communications Site,*" Motorola will provide one.
- The Customer is responsible for providing adequate lighting and access to the sites.

1.8 CONNECTIVITY REQUIREMENTS

Not applicable.

1.9 OUR COMMITMENT

Motorola Solutions is very proud of our leadership in providing proven, successful deployments of Public Safety Communications Systems. Your local Motorola Team looks forward to another successfully implemented Mission Critical Standards Based (P25) Communications System and continuing our long-term business relationship with Escambia County Public Safety.

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DSTRAK91009E	REMOTE SITE CONFIG AC POWER
2	DSTRAK91061	FOUR PORT DDM
50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1
1	DSBA8067DIN	OMNI. EXPOSED DIPOLE ARRAY, 6 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
2	TDN9289	CABLE WRAP WEATHERPROOFING
165	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
6	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
2	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DPGR	SPD, 100 TO 512MHZ, FEMALE/FEMALE C
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
1	TDE6860	COMBINER 4 UHF TRANSMITTER, 406-512
1	DQYA30379401R0	UHF PARALLEL RX PRESELECTOR FILTERI
1	F4528	GMC_PER_DEVICE_SW_LICENSES
1	V838	GMC_SW_LIC_PER_TRAK_GPS
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	V838	RTU_SW_LIC_PER_TRAK_GPS
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DSTRAK91009E	REMOTE SITE CONFIG AC POWER
2	DSTRAK91061	FOUR PORT DDM
50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1
1	DSBA16067DIN	OMNI, EXPOSED DIPOLE ARRAY, 9 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
2	TDN9289	CABLE WRAP WEATHERPROOFING
300	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5

QTY	NOMENCLATURE	DESCRIPTION
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
8	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
2	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DPGR	SPD, 100 TO 512MHZ, FEMALE/FEMALE C
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
1	DSBA8067DIN	OMNI. EXPOSED DIPOLE ARRAY, 6 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
2	TDE6840	COMBINER 2 UHF TRANSMITTER, 406-512
1	DQYA30379401R0	UHF PARALLEL RX PRESELECTOR FILTERI
1	F4528	GMC_PER_DEVICE_SW_LICENSES
1	V838	GMC_SW_LIC_PER_TRAK_GPS
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	V838	RTU_SW_LIC_PER_TRAK_GPS
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DLN1346	FRU: UHF R2 (435-524 MHZ) XCVR
1	DLN1347	FRU: UHF R2 (435-524 MHZ) PA
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	DSTRAK91061	FOUR PORT DDM
50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1
1	DSBA16067DIN	OMNI, EXPOSED DIPOLE ARRAY, 9 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
2	TDN9289	CABLE WRAP WEATHERPROOFING
200	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
6	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
2	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DPGR	SPD, 100 TO 512MHZ, FEMALE/FEMALE C
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50
1	TDE6840	COMBINER 2 UHF TRANSMITTER, 406-512
1	DQYA30379401R0	UHF PARALLEL RX PRESELECTOR FILTERI
1	F4528	GMC_PER_DEVICE_SW_LICENSES
1	V838	GMC_SW_LIC_PER_TRAK_GPS
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	V838	RTU_SW_LIC_PER_TRAK_GPS
1	DQMXESCMBIA5RF	MNI MX Radio
1	DQMXESCMBIA5AD	MNI ANT SYS
1	DQMWESCAMBA5BT	MNI BATTERY SYSTEM
1	DQMXESCMBIA5CG	MNI CHARGER SYSTEM
1	DQMWESCAMBA5NM	MNI NETWORK MANGMENT
1	DQMWESCMBIAURF	MNI PTP RADIO

QTY	NOMENCLATURE	DESCRIPTION
1	DQMWESCAMBA5SP	MNI SPARES
1	RDN9993A	MP-2100/115/R/2UTP
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN5506A	MP-2100 16 E&M CARD
3	RRDN6013A	CBL-KVF8/E&M
1	RRDN7871A	POWER SUPPLY MODULE FOR MP-2100/210
1	RRDN6012A	MP-2100M-VC8/E&M
1	RDN9993A	MP-2100/115/R/2UTP
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
2	RRDN5506A	MP-2100 16 E&M CARD
4	RRDN6013A	CBL-KVF8/E&M
1	RRDN7871A	POWER SUPPLY MODULE FOR MP-2100/210
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN5506A	MP-2100 16 E&M CARD
2	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
2	RRDN6013A	CBL-KVF8/E&M
3	DQMWIXMA310	4PORT 2WIRE-4WIRE CONV - INTRAPLEX
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
2	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN5506A	MP-2100 16 E&M CARD
2	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
2	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
1	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
1	RRDN6013A	CBL-KVF8/E&M
1	RRDN7614A	MEGAPLEX 5 SLOT CHASIS W/1 48 VDC P
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
1	RRDN6012A	MP-2100M-VC8/E&M
1	RRDN5526A	MP-2100M-ML-IP/UTP/1E
2	RRDN5506A	MP-2100 16 E&M CARD
2	RRDN6013A	CBL-KVF8/E&M

QTY	NOMENCLATURE	DESCRIPTION
1	RRDN7871A	POWER SUPPLY MODULE FOR MP-2100/210
1	DSBA16067DIN	OMNI, EXPOSED DIPOLE ARRAY, 9 DBD,
1	DSSC381HF1LDF	COLLINEAR OMNI, 6 DBD LOW, PIM HD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
1	DSNMA01250	NMA01250, N MALE FOR 1/2" CABLE
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
475	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSNFA11450	NFA11450, N FEMALE FOR 1-1/4" CABLE
9	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
3	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSTUSXDFM	RF SPD, 300-1400MHZ DC BLOCK HIGH P
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
1	DSBA16067DIN	OMNI, EXPOSED DIPOLE ARRAY, 9 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
450	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
8	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
3	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
1	DSSEC1114	SEC-1114 SNAP - SEAL ENTRY CUSHION
1	DSBA16067DIN	OMNI, EXPOSED DIPOLE ARRAY, 9 DBD,
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
450	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
8	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
3	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
1	DSSEC1114	SEC-1114 SNAP - SEAL ENTRY CUSHION
1	DSOA8067DIN	OFFSET, EXPOSED DIPOLE ARRAY, 11 DB
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
250	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4" CABLE
6	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1-1/4" & 1-5/8" AIRCELL COAX
2	DSHG114	L6SGRIP 1-1/4" SUPPORT HOIST GRIP

QTY	NOMENCLATURE	DESCRIPTION
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
1	DSSD318HF3P4LDF	LOW PIM 8 DIPOLE, 10.5 DBD GAIN, HE
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
450	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,5
2	DSDFA11450	DFA11450, 7/16 DIN FEMALE FOR 1-1/4
8	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1
3	DSHG114	HG-114, LACE-UP HOISTING GRIP FOR 1
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P
25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
1	TT2543	NICE UPGRADE SOFTWARE TO 7.13 SYSTE
1	DQWINDOWS2008R1	WINDOWS SERVER 2008 R1 32 BIT O/S
1	TT2596	FULL INFORM ONE VERSION RELEASE UPG
1	DQHDDEXPAN2	2 X HP 1 TB HDD 10K RPM SFF (DL 360
2	DLN6822	FRE: DL380p G8 HC 300GB DISK
1	T7822	DAS 4.2 TB DUAL SC
1	CKN6964	NAS EXTENDER CABLE AND PANEL
4	CKN6952	SAS CABLE 1M
1	DSWB3659	FCC M/W FREQ COORDINATION SERVICE
1	DS30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 M
2	DSWB3622A	AC-DC POWER SUPPLY CONVERTOR (NO LE
2	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED
1	DSWB3480HH	PTP800 MODEM 1000/100BASET WITH CAP
1	DSWB3546	PTP800 MODEM CAPACITY CAP - FULL CA
2	DSWB3555	PTP 800 SERIES AES LICENCE KEY 128B
2	DSWB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY
1	DS16516	SUMMIT X430-24T, 24 10/100/1000BASE

SECTION 3

STATEMENT OF WORK

3.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to Escambia County Public Safety and the tasks to be performed by Motorola Solutions, its subcontractors, and by Escambia County Public Safety in order to implement the system detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes mnst be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola Solutions and Escambia County Public Safety After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

3.2 CONTRACT

3.2.1 Contract Award (Milestone)

- The Customer and Motorola Solutions execute the contract; both parties receive all the necessary documentation.

3.2.2 Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.2.3 Project Kickoff

Motorola Solutions Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola Solutions and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particnlar phases.

Customer Responsibilities

- The Cnstomer's key project team participants attend the meeting.

Review Motorola Solutions and Customer Responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

3.3 CONTRACT DESIGN REVIEW (CDR)

3.3.1 Review Contract Design

Motorola Solutions Responsibilities

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to docnment a detailed procednre.
- Submit design documents to the Customer for approval. These docnments form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Establish demarcation point to define the connection point between the Motorola Solutions-supplied equipment and Customer-supplied external interfaces.
- Finalize site acquisition and development plan.
- Conduct site evaluations to capture site details of the system design and to determine site readiness (when necessary).
- Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- If applicable, test existing equipment with which Motorola Solutions equipment will interface.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

- Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

  Restrictions:

  - Motorola Solutions assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
  - Motorola Solutions is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
  - Motorola Solutions is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
  - If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- The Customer will be responsible for working with each other to develop their fleetmap.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.3.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

3.4 ORDER PROCESSING

3.4.1 Process Equipment List

Motorola Solutions Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola Solutions Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.

- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.5 MANUFACTURING AND STAGING

3.5.1 Manufacture Motorola Solutions Fixed Network Equipment

Motorola Solutions Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities

- None.

Completion Criteria

- FNE shipped to either the field or the staging facility.

3.5.2 Manufacture Non-Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture (third party equipment suppliers) non-Motorola Solutions equipment necessary for the system based on equipment order.

Customer Responsibilities

- None.

Completion Criteria

- Ship non-Motorola Solutions manufactured equipment to the field and/or the staging facility.

3.5.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola Solutions factory staging facility (CCSi).

3.5.4 Ship Equipment to Field

Motorola Solutions Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

3.5.5 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

3.6 CIVIL WORK RF SITES

The following list encompasses responsibilities and assumptions at all proposed RF Sites. Work that is specific to a particular site will be listed separately.

Motorola Will:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.

Customer Will:

- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola Solutions-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions-provided equipment) based upon Motorola Solutions's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola Solutions-supplied equipment.
- Bring grounding system up to Motorola Solutions's Standards and Guidelines for Communication Sites (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola Solutions-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.

- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Arrange for space on the tower for installation of new antennas at the proposed heights.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule

3.6.1 Site Development Complete

- All sites are ready for equipment installations in compliance with Motorola Solutions's Standards and Guidelines for Communication Sites (R56).

3.6.2 Site Development Acceptance (Milestone)

- All site developments completed and accepted by the Customer.

3.7 SYSTEM INSTALLATION

3.7.1 Install Fixed Network Equipment

Motorola Solutions Responsibilities

- Provide storage location for the Motorola Solutions-provided equipment.
- Receive and inventory all equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.

  Interference:

  - **Motorola Solutions is not responsible** for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) or the Motorola Solutions-provided receiver(s). Should Escambia County Public Safety system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola Solutions's Standards and Guidelines for Communication Sites (R56).
- Will not remove, relocate, or dispose of existing equipment.

Customer Responsibilities

- Provide adequate lighting and access to the sites, as necessary.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

3.7.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

3.8 SYSTEM OPTIMIZATION

3.8.1 Optimize System FNE

Motorola Solutions Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola Solutions and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the system.
- Install and integrate the RF sites with the system, then optimize and activate the controller.

Customer Responsibilities

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria

- System FNE optimization is complete.

3.8.2 Link Verification

Motorola Solutions Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola Solutions-supplied equipment to the link equipment.

Completion Criteria

- Link verification successfully completed.

3.8.3 Optimization Complete

- System optimization is completed. Motorola Solutions and the Customer agree that the equipment is ready for acceptance testing.

3.9 AUDIT AND ACCEPTANCE TESTING

3.9.1 Perform R56 Audit

Motorola Solutions Responsibilities

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities

- Provide access/escort to the sites.
- Witness tests. (if desired)

Completion Criteria

- All R56 audits completed successfully.

3.9.2 Perform Equipment Testing

Motorola Solutions Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola Solutions (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

3.9.3 Perform Functional Testing

Motorola Solutions Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Customer approval of the functional testing.

3.9.4 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

3.10 FINALIZE

3.10.1 Cutover

Motorola Solutions Responsibilities

- Motorola Solutions and the Customer finalize a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Provide Motorola Solutions with the subscriber information for input into the system database, for activation.

Completion Criteria

- Successful migration from the old system to the new system.

3.10.2 Resolve Punchlist

Motorola Solutions Responsibilities

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities

- Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by the Customer.

3.10.3 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by the Customer.

3.10.4 Finalize Documentation

Motorola Solutions Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System Level Diagram.
  - Site Block Diagrams.
  - Site Floor Plans.
  - Site Equipment Rack Configurations.
  - Antenna Network Drawings for RF Sites.
  - ATP Test Checklists.
  - Functional Acceptance Test Plan test sheets and results.
  - Equipment Inventory List.
  - Maintenance Manuals. (where applicable)
  - Technical Service Manuals. (where applicable)

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria

- All required documentation is provided and approved by the Customer.

3.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

3.11 PROJECT ADMINISTRATION

3.11.1 Project Status Meetings

Motorola Solutions Responsibilities

- Motorola Solutions Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- Motorola Solutions suggests the following agenda:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.

- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either the Customer or Motorola Solutions.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

3.11.2 Progress Milestone Submittal

Motorola Solutions Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- The Customer approval of the Milestone Completion document(s).

3.11.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 4

PROJECT SCHEDULE

Project Schedule is included on the pages that follow.

ESCAMBIA COUNTY FL-13Q112A - Presale Proposal Preliminary Task Level

ESCAMBIA COUNTY FL-13Q112A	Task Start	Task Finish	Duration
Field: pm.Project.Manager Not Supported			
Implementation Project - Phase 3 Executing	6/2/2014	5/13/2015	240
Contract	6/2/2014	6/13/2014	10
Contract Award	6/2/2014	6/2/2014	0
Project Kick-Off	6/2/2014	6/13/2014	10
Contract Design Review	6/16/2014	7/7/2014	15
Review Contract Design	6/16/2014	7/7/2014	15
Design Approval	7/7/2014	7/7/2014	0
Order Processing	7/8/2014	9/24/2014	56
Process Equipment list	7/8/2014	7/14/2014	5
Order Bridged	7/14/2014	7/14/2014	0
Manufacturing and Staging	7/15/2014	9/24/2014	51
Manufacture Motorola FNE	7/15/2014	9/2/2014	35
Manufacture Non-Motorola Equipment	7/15/2014	9/2/2014	35
Ship to Staging	9/2/2014	9/2/2014	0
Ship Equipment to Field	9/5/2014	9/15/2014	7
Receive and Inventory Equipment in Field	9/16/2014	9/24/2014	7
INSTALLATION / CIVIL & SITE DEVELOPMENT WORK	9/16/2014	2/11/2015	101
Escambia System Upgrade to 7.14 / TX Sites / PTP	9/25/2014	12/16/2014	57
Install new software and migrate data (ST)	9/25/2014	10/8/2014	10
Upgrade IP Logger (NICE to perform)	10/9/2014	10/22/2014	10
Upgrade Software at BR Sites (ST & shop)	10/23/2014	10/29/2014	5
Upgrade Software at Conduit Hub Sites (ST & Shop)	10/30/2014	11/5/2014	5
Redundant PTP	11/6/2014	11/7/2014	2
3 TX Sites	11/10/2014	12/16/2014	25
Escambia Complete	12/16/2014	12/16/2014	0
MNI Microwave Replacement	9/16/2014	1/12/2015	80
Install new system in parallel	9/16/2014	12/3/2014	55
Test & Verify	12/4/2014	12/17/2014	10
Cutover to new	12/18/2014	1/12/2015	15
Dismantle old	12/18/2014	1/5/2015	10
MNI MW Complete	1/5/2015	1/5/2015	0
System Optimization	1/7/2015	2/11/2015	25
Link Verification	1/7/2015	1/13/2015	5
Optimize System FNE	1/14/2015	2/11/2015	20
Optimization Complete	2/11/2015	2/11/2015	0
Audit and Acceptance Testing	1/7/2015	3/24/2015	54
Perform R-56 Audit	1/7/2015	1/28/2015	15
Perform System Testing	2/12/2015	2/25/2015	10
SATP Acceptance	2/25/2015	2/25/2015	0
Cutover	2/26/2015	3/24/2015	19
Cutover	2/26/2015	3/24/2015	19

ESCAMBIA COUNTY FL-13Q112A - Presale Proposal Preliminary Task Level

ESCAMBIA COUNTY FL-13Q112A	Task Start	Task Finish	Duration
Field: pm.Project.Manager Not Supported			
Cutover Complete	3/24/2015	3/24/2015	0
Finalize	3/25/2015	5/13/2015	36
Punchlist Resolution	3/25/2015	4/27/2015	24
Finalize Documentation	4/28/2015	5/11/2015	10
Final Acceptance	5/13/2015	5/13/2015	0

SECTION 5

WARRANTY AND MAINTENANCE PLAN

5.1 INTRODUCTION

Motorola provides an integrated total support plan for service, support and repair of your wireless communications network. Our comprehensive support services can help reduce your total cost of ownership and ensure service availability, while helping you cost-effectively deliver new network capabilities. The services described in this section are designed to provide complete support of the network and ensure optimal efficiency, security and reliability of your investment.

Table 5-1: Warranty Services Overview.

Warranty Services	Included Warranty Year
ASTRO® 25 System Support	√
Technical Support	√
Infrastructure Repair Service with Advanced Replacement	√
On-Site Infrastructure Response	√

5.2 WARRANTY SERVICES

Motorola's proposal includes a warranty and maintenance program, which will provide state-of-the-art system service focused on achieving responsive service, maximum system operation, and optimum reliability from all vendors involved. The program will consist of a one-year parts and labor warranty and preventive and emergency maintenance services, both of which are detailed in the Communications System Agreement included in this proposal. This program combines the services of our local system service team, our local subcontractor team, and the national service team for the most efficient technical and administrative support of your system.

5.3 TECHNICAL SUPPORT

Motorola's Technical Support was created to ensure that the local service team is provided with answers to technical issues. Motorola's Technical Support operation is staffed 24 hours per day, 365 days a year to field all levels of calls. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A case is created on each issue and is followed to resolution, with escalation if necessary. Because of the center's proximity to the factory engineers, the highest level of technical support is available.

5.4 INFRASTRUCTURE REPAIR SERVICE WITH ADVANCED REPLACEMENT

Infrastructure Repair with Advanced Replacement provides field replacement units (FRU) in advance and in exchange for malfunctioning components from Infrastructure Depot Operation's (IDO) inventory (subject to availability). Advanced replacement FRUs are shipped overnight with high priority.

In the event that the local service provider must remove a malfunctioning board/unit at the site location, the local service provider will contact the SSC Call Center to request a Return Authorization (RA) number. The local service provider will remove the malfunctioning board/unit and ship to the SSC for repair.

Upon receipt of malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola-manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to the current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.

5.5 ONSITE INFRASTRUCTURE RESPONSE

OnSite Infrastructure Response provides local, trained and qualified technicians who arrive on location to diagnose and restore the communications network. Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to the site. An automated escalation and case management process ensures that the technician arrives and system restoration begins within the contracted response times. The field technician performs first level trouble-shooting, provides information regarding the system condition, removes any failed components for repair, and reinstalls new or reconditioned components. If the technician is unable to resolve the issue, the case is escalated to the SSC or product engineering teams as needed.

5.6 SUMMARY

Motorola's Support Services ensures peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help you increase both the availability and the operating efficiency of your network, while effectively managing costs.

Today, with over 900 registered service locations across North America, more than 6,500 service professionals worldwide, customers in more than 80 countries, our collective service presence remains significant in the industry.

Motorola can be trusted to deliver and support mission and business critical systems with over 75 years of understanding the needs of government agencies. We understand what Mission Critical is all about: ensuring the safety of your employees and the citizens they protect.

Note: The MNI Point-to-MX Series Ethernet Based Microwave Solution has a 7-Year Extended Warranty on the equipment. The Warranty does not include On-Site Infrastructure Response which is covered under your current Maintenance Contract.

SECTION 6

PRICING SUMMARY

List Price for Equipment and Implementation Services	$4,430,321
Radio System Upgrade to Version 7.14 (Special Promo Pricing)	$249,000
System Discounts	<$1,080,324>
Final System Pricing	$3,598,997

Final System Pricing Based on a combination of discounts from the State of Alabama and Houston-Galveston Area Council (HGAC) Purchasing Contracts. These are the same contracts Escambia County used in 2010 to purchase a $12.5 Million P25 Radio System.

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

STATE TERM CONTRACT AWARD

CONTRACT NO.	:	4012695
BUYER	:	PAT ANTLE
BUYER PHONE	:	(334) 242-7253
T-NUMBER	:	**T300**
DATE ISSUED	:	**09/03/13**
SNAP REQ. NO.	:	1513941
EFFECTIVE DATE	:	10/01/13
EXPIRATION DATE	:	09/30/14
SOLICITATION NO.	:	14-X-2253040
VENDOR NUMBER	:	36111580001
VENDOR PHONE	:	(205)823-9474

MOTOROLA SOLUTIONS INC.
4505 HIGHLAND CREST CIR.
BIRMINGHAM AL 35226

CONTACT PERSON: **RANDALL H JOHNSON**

STATE TERM CONTRACT : **TWO-WAY RADIOS AND PARTS**

1. EFFECTIVE PERIOD: 10/01/13 TO 09/30/14
2. F.O.B. POINT: DESTINATION
3. DELIVERY TERMS: 1-90 DAYS ARO
4. CASH DISCOUNT TERMS: NET
5. BID REFERENCE NO.:
6. AWARDED LINES: 00009
7. DISCOUNTS : UNIT PRICES INCLUDE ALL APPLICABLE DISCOUNTS

ALL TERMS, CONDITIONS, AND ANY AMENDMENTS TO SOLICITATION 14-X-2253040
ARE PART OF THIS CONTRACT AS IF FULLY REPRODUCED HEREIN.

APPROVED: Michael A. Jones
PURCHASING DIRECTOR

VENDOR COPY

PRICE SHEET	STATE TERM CONTRACT AWARD
VENDOR : MOTOROLA SOLUTIONS INC.	CONTRACT NO.: 4012695 VENDOR NO. : 36111580001

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	PERCENT	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATEWIDE				
00029	COMMODITY CODE: 725-78-075249 RADIO/FIXED EQUIPMENT,TWO-WAY, MOTOROLA PERCENT OFF LIST.	1	LOT	-15.00%	
00030	COMMODITY CODE: 725-78-075288 RADIO, TWO-WAY, MOTOROLA, HIGH-TIER/ DUAL BAND/TDMA SUBSCRIBER (APX) PERCENT OFF LIST.	1	LOT	-20.00%	
00031	COMMODITY CODE: 725-78-075289 RADIO, TWO-WAY, MOTOROLA, XTL/XTS SERIES SUBSCRIBER PERCENT OFF LIST	1	LOT	-25.00%	
00032	COMMODITY CODE: 725-78-075291 RADIO, TWO-WAY, MOTOROLA, PROFESSIONAL SERIES SUBSCRIBER PERCENT OFF LIST	1	LOT	-15.00%	
00033	COMMODITY CODE: 725-78-075257 RADIO,TWO-WAY,MOTOROLA, MOTOTRBO SUBSCRIBER PERCENT OFF LIST	1	LOT	-10.00%	
00034	COMMODITY CODE: 725-78-075259 ACCESSORIES, TWO-WAY RADIO, MOTOROLA PERCENT OFF LIST	1	LOT	-25.00%	
00035	COMMODITY CODE: 725-78-075242 REPAIR PARTS/SVC, 2-WAY RADIO MOTOROLA PERCENT OFF LIST.	1	LOT	-25.00%	
00036	COMMODITY CODE: 725-78-075248 SOFTWARE, TWO-WAY RADIO, MOTOROLA PERCENT OFF LIST.	1	LOT	$ 0.00000	
00037	COMMODITY CODE: 725-78-075250 RADIO/ACCESSORIES, TWO-WAY, RADIUS MFR PERCENT OFF LIST.	1	LOT	-15.00%	

PURPOSE:
ESTABLISH A CONTRACT FOR TWO-WAY RADIOS, ACCESSORIES, REPAIR PARTS, PROGRAMMING SOFTWARE AND RELATED COMPONENTS. THIS CONTRACT WILL BE FOR ALL STATE AND LOCAL GOVERNMENTAL AGENCIES OF ALABAMA (INCLUDING SCHOOLS).PURCHASES BY LOCAL GOVERNMENTAL AGENCIES/SCHOOLS ARE OPTIONAL VENDOR MUST BID A PERCENTAGE DISCOUNT OFF MANUFACTURER'S LIST PRICE FOR THE BRAND'S FULL PRODUCT LINE, INCLUDING ACCESSORIES WITH THE FOLLOWING EXCEPTIONS:

* TEST EQUIPMENT * COAX CABLE * ANTENNAS (FOR TOWERS)

* PAGERS * CELLULAR PHONES * RADIO TOWERS

* MOBILE DATA TERMINALS, EQUIPMENT OR SOFTWARE

* CUSTOMER SERVICE REQUEST PROFESSIONAL SERVICES

BASE STATIONS, REPEATERS AND CONSOLES ARE INCLUDED IN THIS CONTRACT.

THIS CONTRACT IS NOT INTENDED TO BE USED TO PURCHASE AN ENTIRE RADIO COMMUNICATIONS SYSTEM.

NOTE
VENDOR MUST PROVIDE CURRENT MANUFACTURER'S CATALOG AND PRICE LIST WITH THEIR BID. VENDOR MUST PROVIDE A CATALOG AND PRICE LIST AT NO CHARGE TO STATE AGENCIES, UPON REQUEST. VENDOR MUST ALSO KEEP THE AGENCIES APPRISED OF ANY CHANGES TO THE CATALOG AND PRICE LIST.

VENDOR TO PROVIDE SERVICE MANUALS TO ORDERING AGENCIES AS FOLLOWS:

ONE MANUAL PER EACH (8) MOBILE OR PORTABLES SHIPPED TO AGENCY.
ONE MANUAL PER EACH BASE STATION SHIPPED TO AGENCY.

VENDOR SHOULD ALSO PROVIDE WITH THEIR BID, INFORMATION DETAILING THE TYPE AND AVAILABILITY OF TRAINING IN THE MAINTENANCE AND SERVICING OF THE RADIO EQUIPMENT.

DELIVERY:
ITEMS ARE TO BE DELIVERED TO VARIOUS LOCATIONS THROUGHOUT THE 67 COUNTIES IN ALABAMA. THE EXACT LOCATIONS AND QUANTITIES WILL BE PROVIDED BY THE ORDERING AGENCY.

FREIGHT:
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD,

IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NON-APPROPRIATION OF FUNDS:
CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:
ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

NEW EQUIPMENT:
ALL EQUIPMENT MUST BE NEW, UNUSED, AND CURRENTLY IN PRODUCTION.IT MUST BE ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

EQUIPMENT WARRANTY:
EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF TWELVE (12) MONTHS. WARRANTY SHALL COVER ALL PARTS, LABOR & FREIGHT COST ASSOCIATED WITH REPAIRS AND/OR REPLACEMENT OF DEFECTIVE EQUIPMENT. ACCIDENTS, MISUSE AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL COMMENCE ON THE DATE THE EQUIPMENT IS PUT INTO SERVICE BY THE USING AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS WARRANTY, AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING AGENCY.

PRICE DECREASES:
THE STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATOR (BUYER) SHALL BE NOTIFIED IMMEDIATELY REGARDING ANY MANUFACTURER'S PRICE DECREASE AFFECTING A CONTRACT ITEM. FURTHERMORE, THE STATE SHALL RECEIVE THE E BENEFIT OF THE DECREASE AS SOON AS POSSIBLE IN ACCORDANCE WITH THE WRITTEN NOTIFICATION FROM THE CONTRACT VENDOR.

BIDDABLE SITUATION:
BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT WHERE

AN IMMEDIATE/EMERGENCY NEED EXISTS, INCLUDING LARGE QUANTITIES. THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A BREACH OF CONTRACT.

PROMOTIONAL OFFERINGS CONSISTING OF CONTRACT ITEMS WILL BE CONSIDERED AND ARE OFFERED AT A REDUCED PRICE FOR THE PROMOTIONAL PERIOD. A PROMOTIONAL OFFERING OF ITEMS NOT ON CONTRACT WILL BE CONSIDERED IF THE PRICE IS EQUAL TO OR LESS THAN THE SUM OF THE CONTRACT PRICES. THE STATE WILL NOT FILE FOR REBATES; THE VENDOR MUST OFFER AND BILL AT THE NET DISCOUNTED PRICE OF THE APPLICABLE OFFERING. VOLUME DISCOUNTS WILL BE ALLOWED WITH THE PROVISION THAT ANY PURCHASING ENTITY THAT PURCHASES THE EQUIVALENT VOLUME BE OFFERED THE SAME RATE OF DISCOUNT.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2012, and to continue through April 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC, CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term *"pre-existing contracts"* shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e.5/1/12.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term *"Communications System"* shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.
3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.

4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for **(1)** products/services purchased and **(2) H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**,documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than $100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of $100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER.** All required equipment tests shall be borne by **CONTRACTOR.**
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: May 30, 2012

Signed for **Motorola Solutions, Inc.** Farmers Branch, Texas: _____

Printed Name & Title: Edward Fuerst, MSSSJ Vice President.

Date: 5/25 2012

Attest for **Motorola Solutions, Inc.** Farmers Branch, Texas: _____

Printed Name & Title: Chris Howard - Motorola Area Manager

Date: 5/25, 2012

Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-12

Product Category	Description	Base Offered Price
A,B, C	***Per the RFP Motorola has included an Electronics Catalogue (ECAT disk), April 2011 Edition, on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.***	See APC Discounts per ECAT Pricebook
A	***Per the RFP Motorola has included an Electronics Catalogue for our Vertex equipment on a CD (Vertex Standard List Price Book, Effective 2/13/2012) media in lieu of listing each individual product and its options.***	28% off List Price
D	**Motorola Integration Services LMR**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	Project Management Daily Rate*	$ 1,610.00
D	System Engineering Daily Rate*	$ 1,610.00
D	System Technologist Daily Rate*	$ 1,925.00
D	Standard Shop Installation: Hourly Rate*	$ 135.00
D	Standard Shop Installation: Daily Rate*	$ 900.00
D	Mobile Radio Installation*	$160 - $370
D	Radio Programming*	$50 - $105
D	Data Installation*	$160 - $370
	*Prices may vary by Region and Stated Scope. Travel Not Included	
D	**Motorola Integration Services Advanced Services**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	NG9-1-1 Consolting Services-Daily Rate*	$1,500
D	Security Project/Program Management-Daily Rate*	$1,500
D	Wireless Security Technician-Daily Rate*	$1,400
D	Security Penetration Tester (Wired Network)-Daily Rate*	$1,400
D	Secutriy Trainer-Daily Rate*	$1,176
D	Application Security Code Reviewer-Daily Rate*	$1,800
D	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,500
D	IT Disaster Recovery Planner-Daily Rate*	$1,400
D	IT Disaster Recovery Plan Tester-Daily Rate*	$1,400
D	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,400
D	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,400
D	Mobile Application Services Project Management-Daily Rate*	$!500
D	Mobile Application Services System Engineer-Daily Rate*	$!500
D	Mobile Application Services Solution Architech-Daily Rate*	$1,800
D	Mobile Application Services Application and Solution Design-Daily Rate*	$1,800
D	Mobile Application Services Application and Solution Implementation-Daily Rate*	$1,800
D	Application Integration and Customization Services Project Management-Daily Rate*	$1,500
D	Application Integration and Customization Services System Engineer-Daily Rate*	$1,500
D	Application Integration and Customization Services Solution Architech-Daily Rate*	$1,800

D	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$1,800
D	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,500
D	Unified Communications Services Project Management-Daily Rate*	$1,500
D	Unified Communications Services System Engineer-Daily Rate*	$1,500
D	Unified Communications Services Solution Architech-Daily Rate*	$1,800
D	Unified Communications Services Application and Solution Design-Daily Rate*	$1,800
D	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,500
D	Consulting Services Project Management-Daily Rate*	$1,500
D	Consulting Services System Engineer-Daily Rate*	$1,500
D	Consulting Services Solution Architech-Daily Rate*	$1,800
D	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$1,800
D	Consulting Servics IP Network Design and Integration-Daily Rate*	$1,800
D	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$1,800
D	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$1,800
APC DISCOUNTS PER ECAT PRICEBOOK		
548	CAD Equipment	10%
702	CAD Equipment	0%
850	CAD Equipment	0%
40	Data Applications	15%
41	Data Applications	10%
41	Data Applications	10%
153	Data Applications	15%
297	Data Applications	0%
298	Data Applications	15%
299	Data Applications	15%
333	Data Applications	10%
343	Data Applications	10%
170	Data Subscriber Devices	15%
171	Data Subscriber Devices	10%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	0%
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	0%
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20.00%
454	Dispatch Solutions	15%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%

629	Enterprise Terminals	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
272	Fixed Station Accessories	20%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
811	Fixed Stations	5%
5	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
881	Fixed Stations	15%
15	Fixed Wireless Broadband	20%
75	Fixed Wireless Broadband	0%
76	Fixed Wireless Broadband	0%
218	Fixed Wireless Broadband	15%
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	0%
801	Fixed Wireless Broadband	0%
806	Fixed Wireless Broadband	0%
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%

51	LTE	10%
52	LTE	10%
53	LTE	10%
54	LTE	10%
55	LTE	10%
56	LTE	10%
57	LTE	10%
58	LTE	5%
59	LTE	10%
61	LTE	10%
63	LTE	10%
65	LTE	10%
73	LTE	0%
375	LTE	0%
708	LTE	10%
823	Maintenance	0%
983	Maintenance	0%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
38	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
585	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	10%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
1	Portable Radiophone (Portables)	20%
4	Portable Radiophone (Portables)	20%
8	Portable Radiophone (Portables)	20%

37	Portable Radiophone (Portables)	10%
87	Portable Radiophone (Portables)	10%
133	Portable Radiophone (Portables)	15%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	0%
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	20%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20.00%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
785	Portable Radiophone (Portables)	20%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
659	Professional Services	0%
659	Professional Services	0%
670	Professional Services	0%
842	Professional Services	0%
682	Radius Products	20%
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%

262	Test Equipment	20%
39	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
2	Video Solutions	10%
488	Video Solutions	10%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Escambia County, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola's Proposal dated May 6, 2014
Exhibit D	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.4. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.6. "Effective Date" means that date upon which the last Party executes this Agreement.

2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11. "Non-Motorola Software" means Software that another party owns.

2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.

2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than

the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with, and Motorola agrees to commence with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. **The Contract Price in U.S. dollars is $3,598,997**. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in the Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. 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. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.2. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3. INVOICING AND SHIPPING ADDRESSES.
Invoices will be sent to the Customer at the following address: 14 West Government Street, Pensacola, Florida 32501. The address which is the ultimate destination where the Equipment will be delivered to Customer is: 6575 North W Street, Pensacola, Florida 32505. The Equipment will be shipped to the Customer at the following address (insert if this information is known): 2112 West Youge Street, Pensacola Florida 32505. Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or

adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel;

suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 GOVERNING LAW.

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. This agreement may be terminated by either party for cause or convenience upon providing thirty (30) days prior written notice to the non-terminating party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain

possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.2. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.3. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.4. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.5. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.6. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre
Legal, Government Affairs & Communications
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196
fax: 847-576-0721

Customer: Escambia County
Attn: Mike Weaver, Public Safety Dept.
6575 North W Street
Pensacola, Fl. 32505
fax: 850-471-6455

16.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.9. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those

personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11; Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.12. PUBLIC RECORDS. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Motorola 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 seven days written notice, during which period Motorola still fails to allow access to such documents, terminate the contract.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Board of County Commissioners
Escambia County, Florida

By: _____
Name: Lumon J. May
Title: Chairman
Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/17/14

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Escambia County, FL ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the

transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty five (45) days after the date of each invoice. 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.

1) 30% of Contract Value upon Contract Execution

2) 60% of Contract Value upon Shipment of Equipment

3) 5% of Contract Value upon Installation of Equipment

4) 5% of Contract Value upon System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit C
Motorola's Proposal dated May 6, 2014

Exhibit D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6358 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: United Way Human Services Appropriations Committee Funding Recommendations for 2013-2014
From: Marilyn Wesley
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United Way of Escambia County Human Services Appropriations Committee Funding Recommendations for 2013-2014 - Marilyn D. Wesley, Community Affairs Department Director

That the Board accept the United Way of Escambia County Human Services Appropriations Committee 2013/2014 Funding Recommendations, in the amount of $90,750, which entails $90,725 of allocations to be distributed to the approved non-profit entities plus $25 of the committee-related expense for a required Legal Notice to be reimbursed to the United Way of Escambia County. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: Fund 001, General Fund, Cost Center 320202, Public Social Services - $90,725; Fund 001, General Fund, Cost Center 320201, Community Services Administration - $25]

BACKGROUND:

Annually, under agreement with the Board of County Commissioners, the responsibility of approving requests for funding to local non-profit agencies/organizations is handled via the Human Services Appropriations Committee of the United Way of Escambia County. Persons serving on this committee are Escambia county residents, including appointees from the Board of County Commissioners and the Penscola City Council. The committee provides recommendations from agency presentations with funding requests. The committee fully understands that funding of the requested services is an investment of general tax dollars and that without these funds, there could be an increase in costs for other county, city, or state-mandated services.

The funding rationale and criteria used is based on the impact and relationship to local and/or state government service expenditures, the benefit to the community as a whole, the measured effectiveness and results of programs and services, other sources and/or opportunities for funding, and the urgency of the services relative to the total amount of funds available. At least six of the organizations leverage the funds received from this allocation as the matching funds for further state and federal aid, thusly multiplying this allocation.

BUDGETARY IMPACT:

Funding in the amount of $90,750 is allocated in the adopted budget for this fiscal year.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such general fund appropriations expenditures.

IMPLEMENTATION/COORDINATION:

Upon Board acceptance of the funding recommendations, funds will be disbursed to the United Way of Escambia County for distribution to the approved organizations. The Department of Community Affairs will continue to coordinate efforts with the United Way, on behalf of the County, throughout this process.

Attachments

13-14 HSAC County Request Letter
13-14 HSAC Recommendation Report
13-14 HSAC Funding Matrix
13-14 HSAC Leveraged Funds Report
13-14 HSAC Legal Notice
13-14 HSAC Legal Notice Check Stub

United Way of Escambia County

1301 West Government Street
Pensacola, FL 32502

Phone (850) 434-3157
Fax (850) 444-7117

www.unitedwayescambia.org

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Development Director

Melissa Lewis
Director of HR

Lyndi Smith
Director of Community Enga

June 27, 2014

Marilyn D. Wesley, Director
Department of Community Affairs
221Palafox Place
Pensacola, FL 23502

Re: United Way/Human Services Appropriations Committee 2013/2014 Funding Request

Dear Marilyn,

United Way of Escambia County and the Human Services Appropriations Committee have completed the 2013/2014 funding process. As a result of the Board of County Commission action approving the committee's recommendations of $90,750, I am requesting payment to United Way of Escambia County for disbursement to the organizations approved for funding.

Funds from this amount will be disbursed by United Way of Escambia County in accordance with the amounts and expressed usage by individual agencies as described in the recommendations submitted with this letter to the Board of County Commissioners to be approved by the BCC on June 26, 2014. We hope the Board of County Commissioners that if the Commissioners approve the recommendations, the annual payment to United Way of Escambia County can be forwarded in July so that it can be disbursed to recipient organizations in July.

A summary of the funding recommendations for funding year 2013/2014 to be approved by the Board of County Commissioners are included with this letter. All HSAC payments to organizations are made by Electronic Funds Transfer. Records of all payments made to agencies and the corresponding bank statements from the 2012/2013 funding year are also included.

We are requesting disbursement of the prior approved amount of $90,750. Of this, $90,725 will be paid to recipient agencies & programs as one annual payment in July 2014 and $25 will be considered reimbursement for the legal notice placed on January 6, 2014. United Way of Escambia is covering the staff time necessary to accomplish this process.

If you or any of the Escambia County Commissioners have any questions, please feel free to contact the United Way Partnership Manager, Marlena Lewis, at Marlena@unitedwayescambia.org or by calling 850-444-7140. We appreciate the opportunity to work with and serve Escambia County in providing for human service needs in our community.

Sincerely

Andrea Krieger
President/CEO

Marlena Lewis
Partnership Manager

HUMAN SERVICES APPROPRIATIONS COMMITTEE
2013/2014 Funding Recommendations

To: **Escambia Board of County Commissioners**

From: **Human Services Appropriations Committee**
John Floyd, Chair

Date: **May 16, 2014**

Subject: **2013/2014 Funding Recommendations**

The Human Services Appropriations Committee, acting in a consulting role, provides recommendations for funding to local health and human service organizations through general revenue tax dollars.

The Committee ensures that the goals and objectives of the Human Services Appropriations Committee funding process are in line with those of the Escambia Board of County Commissioners.

The coordination of applications, site visits, and oral presentations by United Way of Escambia County, takes place from January-May. The partner agencies applying for funding from both the United Way and the Human Services Appropriations Committee are required to submit one application, with a special section of the application that has the designated HSAC related application questions. Additionally site visits and oral presentations are combined to create a more efficient process for both the United Way staff and the Partner Agencies. The funding schedule for the Human Services Appropriations Committee was changed two years ago to run parallel with the United Way's Funds Distribution Process. This change not only created efficiencies in United Way's staff and volunteer efforts, but also allowed the requesting organizations to submit one application and combine HSAC site visits and oral presentations, thus providing them with greater efficiencies as well. The members of the Human Services Appropriations Committee were able to attend the same site visits and oral presentations as those volunteers for the Funds Distribution Panels; however, separate deliberations were held for the Human Services Appropriations Committee members.

HSAC recommendations will be reviewed by the Board of County Commissioners in June, and pending approval, one annual payment for the approved annual funding amount will be paid to recipient organizations in July.

The Committee evaluates all requesting programs based on the following criteria:

Funding Rationale and Criteria:

- Impact on and relationship to Escambia County government service expenditures.
- Impact on Essential Services provided by Escambia County.
- Ultimate benefit to the community as a whole.
- Measured effectiveness and results of program.
- Other sources and/or opportunities for funding of the requesting program.
- Urgency of service relative to current community condition and total amount of funds available.

Emphasis for 2013/2014:

- Detailed explanation by requesting programs regarding how the program, directly or indirectly, supports, impacts and/or reduces Escambia County government functional expenses.

- Detailed explanation of how previous year's funding (if program was funded) was used, and how proposed funding will be utilized to maximize the benefit of the programs' clients and the community.

- In an effort to fully maximize our local governments' general revenue impact and reach, priority will be placed with programs using Human Services Appropriations Committee funding as a local match for State and Federal dollars.

- Explanation of how the proposed program will address, impact, and/or reduce long term, chronic poverty.

2013/14 Process:

- Any organization meeting basic accountability standards for certification was eligible to apply. There is no expense associated with certification.

- A legal notice of availability was placed with the Pensacola News Journal and appeared January 7, 2014.

- 17 programs at local non-profit agencies submitted written requests totaling $117,645 with $90,750 available for distribution.

- All applying programs hosted site visits and made oral presentations to the committee. Committee deliberations were held May 13, 2014.

- Sixteen (16) programs are recommended for funding. Individual recommendations are attached in narrative and spread sheet form.

Participating Committee Members:

John Floyd, Chair, United Way Board
Danny Lewis, City Appointee
Valerie Jones, Escambia County Staff
Terry Brothernton, Escambia County Appointee
Bob McLaughlin, United Way Volunteer
Mary Ellen Spears, United Way Volunteer
Tom Hilton, United Way Staff
Melissa Lewis, United Way Staff
Lyndi Smith, United Way Staff
Rachel Cox, United Way Staff

HUMAN SERVICES APPROPRIATIONS COMMITTEE

2013/14 Recommendations:

Program: Pearl Nelson Child Development Center
Responsible Agency: ARC Gateway

25 word description: The program provides developmental instruction and pediatric therapy services (speech, physical, occupational) for children and adolescents with developmental delays or disabilities.

What the funds will be used for: Funds will again be used to support the direct service needs of children and adolescents with developmental delays or specific diagnosed disabilities. They have experienced a 9% growth in the number of children served, but children are now having to wait an average of two months to begin services. Present funding from United Way supports 9% of the cost for providing services to all children with the combined grant allocation and designated funding.

Direct Services Provided	Outputs	Results
Provide pediatric speech, physical, and/or occupational therapy sessions for children with developmental delays or disabilities as prescribed by their doctor.	Speech therapy will demonstrate improvements in their ability to communicate with others while also having an improved understanding of what others are communicating to them. Physical therapy will improve a child's quality of movement and ability to move more independently in various environments and on a variety of surfaces. Occupational therapy will promote a child's upper body strength, fine motor skills, two-handed coordination, and self help skills including oral motor control necessary for eating.	At least 80% of the children will meet 60% of the short term goals on their individual treatment plan during each review period
Provide Developmental Instruction sessions by certified Infant Toddler Developmental Specialists to approximately 70 children & their caregivers weekly.		As a result of this program activity, upon discharge, 85% of children served will be able to demonstrate a 5% gain in percentile ratings on standardized assessment tools.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$12,900
(Last Year) **2012/13 Funding:**	$12,645
2013/14 Funding Recommendation:	$12,645

Human Services Appropriations Committee Comments:

- The Committee feels that this is an excellent program, which provides outstanding services to clients and provides prevention services that benefit the entire community.
- Early intervention and this program in particular do a great deal for reducing long-term need for specialized services for clients.
- The Committee noted that their site visit was very energetic and well presented.

Program: Academic Success
Responsible Agency: Boys & Girls Club

25 word description: Intent based, outcome driven youth development programs focused on academic success, defined as on time grade progression, and graduation with a plan for the future.

What the funds will be used for: Funds requested will support the following expenses associated with the cost of providing services as listed on program budget:
Programs/Curriculum, Special Events, Field Trips, Awards/Recognition, Transportation, Supplies, Salary/Wages Benefits, and Taxes, Professional Development, Insurance, and Facilities.

Direct Services Provided	Outputs	Results
Power Hour: Making Minutes Count	Conducting an outcome driven program that focuses on homework completion, providing supplemental learning opportunities, and individualized assistance in specific areas of challenge.	Expected results include: Increase in grades/grade point averages Members demonstrate skills necessary for, and are prepared for subsequent grade levels Members achieve on time grade progression and graduate on time Members demonstrate improved attitudes towards learning
Project Learn	Homework help for Club members five to six hours weekly, in conjunction with Power Hour Individual or small-group tutoring to help youth gain proficiency and to excel in needed subject areas .	Members demonstrate benefits of self directed learning.
Money Matters	To educate teens, ages 13 to 18, on critical aspects of financial literacy, including managing a checking account, budgeting, saving, avoiding debt, investing and paying for college	Expected results include: Youth develop financial goals Youth develop a plan for college Youth learn about short term and long term investing Youth learn about entrepreneurship and participate in business plan development project
Diplomas 2 Degrees	Tier 1: Basic Level involves implementing the Recipe for Success workshops with Club members and parents/ caregivers. Tier 2: Intermediate Level involves conducting the workshops and implementing program sessions over the course of the school year. Tier 3: Advanced Level involves conducting workshops, implementing program sessions, and complementing the program through enhancement strategies.	Expected results include: Youth are orientated to and start college planning and preparation Youth demonstrate understanding of criteria for college acceptance Youth participate in career exploration activities Youth develop goals for their post graduation future Youth demonstrate increased knowledge of post secondary education and financial aid applications Youth demonstrate increased interest in attending institution of higher education

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$4,800
(Last Year) **2012/13 Funding:**	$4,750
2013/14 Funding Recommendation:	$3,500

Human Services Appropriations Committee Comments:

- The committee feels that this program provides a valuable service to children in a specific geographic and socio-economic area in Escambia County.
- The committee did note that they did not see any metrics to show measurable changes from year to year.
- The Human Services Appropriation Committee members do like the intent of the program (keeping youths off of the street, the work of reducing contact with the juvenile justice system).

Program: Heritage Oaks.
Responsible Agency: Be Ready Alliance Coordinating for Emergencies

25 word description: The Program provides housing and wrap around services to individuals and families with extremely low to low household income to avoid homelessness.

What the funds will be used for: Funding will be used to place an AmeriCorps Member at Heritage Oaks to coordinate wrap around services for clients. The AmeriCorps Member will coordinate efforts with community partners to provide clients with information, training and services that will enhance financial literacy and improve their ability to maintain stable housing.

Direct Services Provided	Outputs	Results
Provide "wrap around" services, including housing to low income clients at Heritage Oaks.	In order to meet the goal an AmeriCorps Member will coordinate with partners throughout our community to provide services that will enhance financial stability and increase the number of clients able to sustain stable housing by providing access to educational resources, enhancing employability and improve earning potential.	Based on client performance using the measurement tools described above we expect 50% of clients to maintain stable housing.
Provide stable housing for low income clients at Heritage Oaks.	The Program will ensure that household income is assessed and that future earning can be reasonably predicted. Rental rates will be set based on what will be affordable based on household income and composition that HUD considers the best test of sustainability.	We anticipate that 50% of the clients in the Program will be able to maintain stable housing.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$0
2013/14 Funding Recommendation:	$1,125

Human Services Appropriations Committee Comments:

- The Committee noted that BRACE is a good asset to the county for emergency preparedness.
- It was noted by the committee that Heritage Oaks is not part of the agencies overall mission, nonetheless, the services offered are of value to the community.

Program: Bridges to Circles
Responsible Agency: Catholic Charities

25 word description: Circles® Northwest Florida, provides a path for people to achieve long term self-sufficiency through effective problem solving, mentoring, education, job development and placement.

What the funds will be used for: Catholic Charities is seeking financial support to fund 2.0 staff consisting of the Job Development Specialist and Career Coach positions in their efforts and related expenses in supporting the overall mission of the Circles Initiative. The Job Development Specialist helps participants learn how to identify an employment goal, properly complete an employment application, prepare a résumé, prepare for an interview, utilize appropriate job search methods and, most importantly, maintain employment. The Career Coach is a one-on-one professional support that empowers participants to meet their goals for improved performance, growth or career enhancement through intensive two week soft skills and financial literacy training called Choosing to Thrive and ongoing support for up to 18 months through the Circles program.

Direct Services Provided	Outputs	Results
Clients participate in soft skills training Choosing to Thrive, career coaching and to obtain new employment or achieve promotion in current employment.	Clients will participate in 32 hours of soft skills training, individualized coaching support and job development services that will lead to employment or promotional opportunities thus increasing income to the family and gradually alleviating poverty of the family.	60 clients will participate in 32 hours of soft skills training leading to 85% improvement in curriculum knowledge and implementable employment and financial literacy skills based on pre and post testing.
Provide job development services	Participants will achieve personal goals of obtaining employment or securing promotion within current employment to increase income.	It is expected that 18 participants per quarter will achieve employment or promotion which will lead to a 25% decreased utilization of public benefits per quarter.
Participants will retain employment for a minimum of one year post Career Coach and Job Development services.	Circles NWFL will evaluate and assess each employed participant at 3 months, 6 months, 9 months and 12 months post employment or promotion to ensure participants are maintaining current employment.	A minimum of 65 will be able to maintain employment for a minimum of a year.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$ 0
(Last Year) **2012/13 Funding:**	$ 0
2013/14 Funding Recommendation:	$7,500

Human Services Appropriations Committee Comments:

- The Committee feels that the agency can produce results.
- Although it was noted that they have a small client base, their success rate is very high.

Program: Avoidance of Premature Institutionalization of the Elderly. Meals on Wheels.
Responsible Agency: Council On Aging

25 word description: Nutritionally balanced meals are delivered to homebound functionally impaired adults age 60+ who are unable to obtain or purchase meals on their own.

What the funds will be used for: Funds will be used to provide nutritionally balanced emergency meals directly to homebound functionally impaired older adults who are unable to prepare/obtain meals on their own. Additionally, funds will be used each of the to support critical need consumers who cannot receive meals under other funding sources due to funding availability, eligibility criteria, or a documented waiting list. 500 meals will be served to critical need consumers. Funds received will assist the Council on Aging of West Florida, Inc. in serving meals to 300 older adults.

Direct Services Provided	Outputs	Results
Emergency Meal Assistance	Home visit and assessment pursued within 72 hours of receipt and provision of at least one service (exclusive of case management) within the first 72 hours as evidenced in the 72-hour report submitted to the Northwest Florida Area Agency on Aging.	90% of consumers in need of immediate service to prevent further harm are served within 72 hours of referral.
Meal Provided – Meals are ordered, picked up at distribution points, and delivered to consumers in their home by volunteers/paid drivers.	Meals will be delivered to consumers based on their nutritional needs as assessed by a qualified staff member	90% of program participants remain living independently in the community at reassessment.
Meals Provided - Menu Selection	An advisory council meets quarterly with a Registered Dietitian to assess menu options and ensure compliance with state nutritional guidelines.	75% of program participants rate their health as about the same, better, or much better at reassessment compared to one year ago.
Screening/Assessment/Evaluation	A qualified staff member is assigned a consumer to assess/evaluate the person's individual nutritional needs.	66% of new consumers assessed by a qualified staff member will improve or maintain their nutritional score at reassessment.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$25,000
(Last Year) **2012/13 Funding:**	$24,500
2013/14 Funding Recommendation:	$24,500

Human Services Appropriations Committee Comments:

- The Committee feels that this is an excellent program, which provides outstanding services to clients. The program provides a substantial impact for the entire county with the Meals on Wheels program and congregate meal sites.
- A $9:$1 match in federal funds draws $220,500 to Escambia County with the $24,500 in local funds from the Human Services Appropriations Committee funding.
- This program is vital to more than 100 homebound elderly residents in Escambia County, whom without the services of this program would be placed in institutional care.
- The Human Services Appropriations Committee funding helps to move clients off of the waiting list and provides more meals to clients in need.

Program: Epilepsy Services and Resource Center.
Responsible Agency: Epilepsy Foundation of Florida

25 word description: The program provides epilepsy specific medical and case management services; educational resources and support to Escambia residents, regardless of socioeconomic status.

What the funds will be used for: Funding would go directly to the Comprehensive Epilepsy Services and Resources Program in order to provide care to those with epilepsy who are unable to currently provide adequate care for themselves. These services would include neurological care and follow-up, diagnostic testing such as EEGs and MRIs, medications, and social services intervention for referrals, plans of care, assistance within the educational system, etc. Case Managers assist with referral to the free drug program through the Florida Department of Health, or to an appropriate Patient Assistance Plan. Funding is also requested to stock the newly created Epilepsy Resource Center with educational materials and shelving on which to display the materials. This center and its materials will serve as the sole local resource for epilepsy education and support to Escambia County residents and their families.

Direct Services Provided	Outputs	Results
EFOF MSP clients and their families will have access to comprehensive epilepsy management and education coordinated via the Resource Center; epilepsy education will be extended to the community.	Existing clients will continue to be followed by their neurologist and case manager, participate in medication assistance programs facilitated by their case managers, and receive blood tests, EEGs, and other diagnostic testing as needed. New clients will gain access to the appropriate medical and case management attention as well as necessary diagnostic testing. Case managers will initiate participation in medication assistance programs and provide epilepsy education, compliance checks, and any other assistance that is required along the way.	100% of EFOF clients will have an individually tailor-designed Plan of Care with goals created between the individual with epilepsy, family, and case manager. EFOF comprehensive MSP program has a track record of reducing seizures in 84% of clients, decreasing emergency room visits by 80%, enhancing epilepsy education by 83%, and improving quality of life by 74%. These numbers indicate improved health and personal well-being among individuals with epilepsy whose care is provided by EFOF.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$0
2013/14 Funding Recommendation:	$2,330

Human Services Appropriations Committee Comments:

- The Committee believes that the mission and objective of the organization as a whole is aligned with serving a community need.

Program: Domestic Violence Shelter Program
Responsible Agency: Favorhouse

25 word description: Provide emergency shelter, face-to-face counseling, 24-hour crisis line, educational classes, support groups, food, clothing, transportation, at no charge for domestic violence victims.

What the funds will be used for: Women who have been and are victims of domestic violence report shelter and a safe place to stay as the number one concern for themselves and their children. Funding for this program will provide for a counselor/case manager. This person would be a participating member of EscarRosa Coalition on the Homeless. The funding request will establish this position in the shelter and continue to provide current information about 1) affordable housing; 2) relocation funds; 3) community resources; and 4) FavorHouse Economic Empowerment program which provides classes in budgeting, basic money management and limited funds for rental assistance to victims in shelter.

Direct Services Provided	Outputs	Results
Provide safe emergency shelter for vicitms of domestic violence in Escambia County.	Domestic violence victims will be provided shelter 24-hours a day 365 days a year.	Reduction in number of domestic violence victims becoming homeless.
	The shelter manager and staff will provide information and referrals to local affordable housing projects.	Increase in adult resident's knowledge of affordable housing available to them and their children in their income bracket.
	FavorHouse will refer adult residents to local agencies to apply for temporary financial assistance for household expenses & rent.	Increase in adult residents establishing affordable sustainable housing.
Economic empowerment training will be provided weekly for groups and individuals.	The shelter manager and staff will work with local transitional living providers for shelter residents to receive applications and appointments for housing.	Increase in financial stability of domestic violence victims.
	The shelter staff will provide transportation by agency van or bus passes to keep appointments.	Increase in number of domestic violence victim's children staying in school and registering in university or college.
	The shelter manager will continue to serve as be a member of The EscaRosa Coalition on the Homeless.	Increase in number of adult domestic violence victims returning to school, completing college or vocational training to increase employability.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$4,900
2013/14 Funding Recommendation:	$5,000

Human Services Appropriations Committee Comments:

- A $3:$1 match in funds draws $15,000 to Escambia County with the $5,000 in local funds from the Human Services Appropriations Committee funding
- The committee feels that this program has a significant impact on reducing the need for services provided by law enforcement for Escambia County.
- Program enables victims of domestic violence to recover from emergency situations and return to a normal life and to work.
- The need for services will always be there and this program does an excellent job is helping victims of domestic violence recover.

Program: Independence for Dependent and Homeless Youth
Responsible Agency: Legal Services of North Florida

25 word description: To provide legal assistance to dependent and homeless youth, especially those soon to be adults, in civil legal matters to achieve financial stability and independence.

What the funds will be used for: Funds received will help LSNF maintain its legal assistance to dependent and homeless children, with a focus on those who are or will soon be on their own. With this funding, they will represent 10 youth in matters that improve their financial stability, access to education, and health outcomes. Specifically, funds will pay for staff and costs of litigation (court costs, receipt of requested records, etc). The small outlay of these funds would result in improved outcomes for these children by giving them improved financial stability, housing and employability.

Direct Services Provided	Outputs	Results
Legal Assistance	Provide legal assistance to youth facing legal issues preventing their school attendance and completion of GED programs. Identify youth in need of these services through court appointments, our community partnerships and other outreach efforts. Provide legal assistance to youth facing legal issues that affect their income and debt, leading to poverty, and in housing-related cases, such as denial of housing, eviction, and abandonment by adults. Identify youth in need of these services through court appointments, our community partnerships and other outreach efforts. Provide legal assistance to youth facing legal issues that lead to risky behaviors that limit youth with special needs from living independently within the community. Identify youth in need of these services through court appointments, our community partnerships and other outreach efforts.	Legal assistance will remove barriers to school attendance for 5% and will allow 5% to achieve their GED. These expectations are based on our entire project client base. 10% will have improved housing status; 5% will improve their employment status; 5% will begin receipt of eligible and appropriate government assistance; 3% will complete financial literacy training; 3% will reduce debt; and 1% will delay or prevent eviction. These expectations are based on their entire project client base. 10% will have improved housing status. Another 1% will have increased or additional insurance coverage. These expectations are based on their entire project client base.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$0
2013/14 Funding Recommendation:	$2,500

Human Services Appropriations Committee Comments:

- The Committee feels that this program is sorely needed as many youth are aging out of the system and need life skills preparation and training.
- Without the services of this program, the County could see an increase in the use of services by this demographic as they age out.

Program: Veterans' Legal Assistance

Responsible Agency: Legal Services of North Florida

25 word description: LSNF provides legal assistance to support Veterans within our community, focusing on housing, benefits, family and consumer matters and a goal to prevent homelessness.

What the funds will be used for: Funds received will provide legal assistance, including advice and representation, in legal matters directly related to household income, collection and consumer matters, and housing stability. Funds will also assist with litigation costs and community education materials. This legal assistance will prevent or delay eviction and/or foreclosure; will decrease debt; increase income; increase access to health care; and even strengthen the veteran's family. This program will also support the legal clinic and Veterans' Court at the annual VA Standdown, which is attended by approximately 300 veterans annually.

Direct Services Provided	Outputs	Results
Legal Assistance	In addition to our daily client telephone and walk-in intake, we will continue organizing the VA Standdown legal clinic and are working with the Waterfront Mission to begin regular intake at their site.	They anticipate improved overall outcomes for 40%. 5% will improve their housing status 3% will improve either their current employment status or negative history; 3% will gain use of eligible government subsidies, including food stamps 5% will complete a financial literacy training course 10% will see a prevention or delay from foreclosure or eviction.
Legal Assistance	Through eviction and foreclosure defense, we will help Veterans avoid homelessness. By addressing issues related to high debt, low income, and bad credit reports, we will help remove barriers that lead to denial of housing and even employment.	They anticipate improved overall outcomes for 40%. We anticipate that: 5% will improve their housing status 3% will improve either their current employment status or negative history 1% will obtain health insurance coverage,evidenced by an eligibility notice.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$500
2013/14 Funding Recommendation:	$1,500

Human Services Appropriations Committee Comments:

- The Committee believes that this program provides many valuable services to Escambia County veterans.
- It was noted by the committee that this program can help with employment and housing retention for veterans.

Program: Sexual/Physical Abuse Treatment Program
Responsible Agency: Lutheran Services Florida

25 word description: Sexual/physical abuse treatment services for child victims and their families, to reduce the trauma surrounding the abuse and to prevent the recurrence of sexual abuse.

What the funds will be used for: During this most recent year, they were fortunate to receive money through State Appropriations Funding to promote the AAI to Administrative Assistant II (AAII). It is their intention to continue to support the AAII's full time position with their S/PATP, located at the GCKH. This request of $5,000 from HSAC is to help cover the cost of rent for the program.

Direct Services Provided	Outputs	Results
Screening, In-depth Assessment and Treatment Planning	Through this process the therapists assess a client's readiness for treatment. In some cases, these sessions turn into crisis sessions, where the therapist refers the client for emergency mental health screening services to protect the client's safety.	Results for common measurement are not tied to this activity but will be tracked by their measurement tools under the "Therapy" Activity.
Advocate on behalf of clients	Advocacy for clients includes treatment updates, recommendation letters to case workers, court reports, depositions, court testimony, and participation in Multidisciplinary Review Team Meetings.	Results for common measurement are not tied to this activity but will be tracked by their measurement tools under the "Therapy" Activity.
Therapy	The program utilizes the following therapeutic techniques to help clients resolve the negative effects of their victimization: Trauma Focused Cognitive Behavioral Therapy, Play Therapy, Trauma Narratives for children, Protective Clarification for parents, Individual, Group, and Family Therapy.	For the common measurement of community impact, the program will utilize the Personal Well-Being Tool to track child symptomology as it relates to stomach aches and sleep disturbances. The program will also utilize the Behavior Modification Tool to track behaviors as they relate to parent work distractions, due to their child's abuse, and physical symptomology such as headaches and stomach aches. It is expected for both measurements, that 75% of clients served, who have actively participated in treatment for at least three months, will show a decrease in the phycial symptomology areas noted above.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$6,800
(Last Year) **2012/13 Funding:**	$2,500
2013/14 Funding Recommendation:	$3,500

Human Services Appropriations Committee Comments:

- $4:1 local match draws federal VOCA funding to Escambia County.
- Program provides a valuable service to clients recovering from an abusive incident.
- Well run program that utilizes all funds wisely and efficiently.

Program: TOGETHER TIME

Responsible Agency: Milk & Honey Outreach Ministry

25 word description: Family literacy program for children ages 3 to 10 and their families, incorporates storytelling and discussion, to model strategies for family bonding through literature.

What the funds will be used for: Funding will be used to implement a summer program of twelve 90 minute intergenerational sessions at a local library which will encourage family reading in the homes of Milk & Honey children. Funding would also cover the cost for four people to attend a two-day training workshop sponsored by the Louisiana Endowment for the Humanities. Each session would involve a "storyteller", a “scholar", and a "preschool facilitator". The "storyteller" would model read-aloud techniques for parents. The "scholar" would exude a love of reading and, using open-ended questions, would model talking about the themes and issues found in the books. The "preschool facilitator" would read stories, sing songs, and set up centers associated with the same theme as the older children.

Direct Services Provided	Outputs	Results
Gift book.	Will take the parents to a book store and provide them approximately $20 each so they can select a keepsake, hardcover book for each child.	Anticipate that 100% of the parents will participate in this activity and closing event, and they anticipate that 100% of their children will love their gift books.
Building a bookcase/bookshelf.	Parents will all get together and build a bookcase or bookshelf for their home.	Anticipate that 60% of their families will participate in this activity.
Special Event Family Outings	TOGETHER TIME will organize several special event family outings, providing transportation, food, games, supplies, etc.	95% of our families will participate in these family outings. 100% of those will have a positive experience related to reading together.
In-home family reading.	Will provide an inventory of quality books. At the end of each session, each child will check out a book from the inventory to take home	50% of their families will read together every day.
Weekly sessions with parent and child(ren).	Their trained "storyteller" and "scholar" will present quality literature and they will model different family reading techniques for the parents and the children.	75% will read together more than once throughout the week.
Assessment of the Parent's reasons for not reading to child.	Parents will be educated about the value and benefits of reading to their children - academic, emotional, economic, behavioral.	75% of their participants will be in attendance at any given weekly session, with an overall participation and completion rate of 90%. 90% of their participants will commit and complete the entire TOGETHER TIME program and they will increase how much they read to their children.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$1,500
(Last Year) **2012/13 Funding:**	$1,500
2013/14 Funding Recommendation:	$0

Human Services Appropriations Committee Comments:

- The Committee feels that although this program is a good one, there was no clear indicator of it serving any purpose that would be a supplement county government services.

Program: New Beginnings Recovery Homes for Women
Responsible Agency: New Beginnings Group, Inc.

25 word description: Provide housing, nutrition, dignity, support, counseling, & recovery services to foster & promote growth, healing & restoration of productive spiritual lives to return to mainstream living—absent reliance drugs/alcohol.

What the funds will be used for: They will continue to use any allocated funding this year in the same manner as they have in previous years; that is, case management and delivery of services, compensation for services delivered, and daily grocery and household provisions for the clients.

Direct Services Provided	Outputs	Results
Provide all housing, utilities, food & amenities for women committed to recovery from substance abuse.	Require abstinence as a condition of continued residency. Provide housing and nutrition for compliant residents. Assist with securement and maintenance of employment.	Increased number of drug-/alcohol-free residents who have a safe and supportive living environment. Increased number of abstinent alcoholics and addicts. Increased number of employed and industrious residents. Increased accountability of residents.
Intensive one-on-one client advocacy and support.	Respond to all acute medical needs, respond to all pressing legal matters, ensure resolution of all issues of transportation to participate in program, make conscientious and client-centered decisions for family visits/passes, encourage a physical fitness regimen for each client, and enforce adherence to curfew and physical whereabouts at all times.	Significant number of incidents where doctor/clinic attention is received when required, and medical remedy obtained. Advancement toward resolution of all pressing legal issues resulting from prior unhealthy behaviors. All transportation needs met. Healthy and constructive family visits/passes accomplished. Improvement of physical health through exercise. Regularly-kept hours of night-time activities and sleep.
activities, extracurricular events, and fellowship meetings.	Counseling sessions twice per week, mentoring sessions minimum once per week, house business meeting minimum weekly, required attendance 6 fellowship meetings per week, spirituality meeting weekly, church attendance, Sponsor required with attendant Step-work, outside activity planning.	participation.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$5,000
(Last Year) **2012/13 Funding:**	$4,900
2013/14 Funding Recommendation:	$5,625

Human Services Appropriations Committee Comments:

- The program provides a safe, stable environment and helps clients to become productive citizens.

Agency: NWF Legal Services
Program: Domestic Violence Program

25 word description: We are a non-profit law firm providing free legal representation to income eligible residents of Escambia and Santa Rosa counties in civil matters only.

What the funds will be used for: These funds will be used to represent clients in court to obtain protective orders and to provide education regarding their rights to be free from domestic violence. Helping clients free themselves from domestic violence will impact their ability to maintain employment and help stabilize their financial circumstances.

Direct Services Provided	Outputs	Results
Educate clients regarding their legal rights under Florida law to remain free from domestic violence.	Assure the client that if their circumstances move closer to a domestic violence situation, that they can contact program and they will represent them in court and assist them in obtaining any other resources in the community that may be needed.	An increase in the client's ability to maintain employment by disengaging from a relationship that violent or was moving toward becoming a violent relationship. An increase in the stablility of finances for the client by not being under the control of an abusive partner.
Provide legal representation to a client at a domestic violence protective injunction hearing.	Try to provide clients with a violence free home where they can be able to maintain employment without interference of an abuser. Provide clients with a situation where the money they earn can be spent as they see fit without having to turn over their paycheck to an abuser who will control all the household income and help keep the family living below the federal poverty line.	An increase in stability for the family home environment not preoccupied with domestic violence.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$2,500
(Last Year) **2012/13 Funding:**	$2,500
2013/14 Funding Recommendation:	$2,500

Human Services Appropriations Committee Comments:

- This program serves an immediate health and human service need to a client population in need of assistance.
- $4:$1 match draws down $10,000 from VOCA (Victims of Crime Act) to the community for the DV program.
- Program provides a critical service to victims of domestic violence that may not be able to seek legal counsel.

Program: Ready Through Remediation
Responsible Agency: Pace Center for Girls

25 word description: Ready Through Remediation improves our students math and reading skills, increasing their academic successes and the likely hood they will graduate from high school.

What the funds will be used for: They are requesting funds to continue the Ready through Remediation Program. One constant in the lives of their clients is academic/school failure. In order for them to proceed though the pupil progression plan, graduate from high school and become productive members of the community, they need the extra attention and support they receive through this program.

Direct Services Provided	Outputs	Results
Ready through Remediation	Each girls reading ability and grade level equivalency will be determined using the star assessment. An Individualized Reading Academic Improvement plan that addresses her identified deficiencies will be created for each girl.This plan will be met by providing individualized curriculum and instruction. Each girls progress will be monitored weekly, bi-weekly, monthly and every 4.5 months to evaluate the effectiveness of the plan. Plans will be modified as needed.	85% or more of the students will demonstrate a .5 or greater increase in reading grade level 90% or more will successfully complete their Academic Improvement Plan and will earn a minimum of 80% on their final grade for their reading course.
One-on-one math instruction and remediation	Same as above.	85% or more of the students will demonstrate a .5 or greater increase in Math grade level 90% or more will successfully complete their Academic Improvement Plan and will earn a minimum of 80% on their final grade for their Math course.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$4,900
2013/14 Funding Recommendation:	$5,000

Human Services Appropriations Committee Comments:

- Program is well managed with strong metrics and serves a critical need in the community.
- Program does an excellent job leveraging resources in the community.

Program: Social Services Basic Needs Program.
Responsible Agency: The Salvation Army

25 word description: This program strives to meet emergency needs of individuals and families that are experiencing an unexpected financial hardship through a comprehensive intake interview.

What the funds will be used for: The funds that the agency is requesting will be used to provide emergency financial assistance to individuals and families experiencing an unexpected financial assistance. This funding will assist in impacting our community by providing the resources to assist in moving the participants to a minimum level of self sufficiency.

Direct Services Provided	Outputs	Results
Screenings/Assessments are used to identify the emergency or crisis that an individual is experiencing in determining their need for our services.	Will perform an initial intake within forty-eight hours.	55% of those completing the intake have stable housing for at least 90 days and a active checking and savings account.
Financial Assistance	This program will assist the individuals and families with the short term assistance needed to meet the immediate financial hardship	Program participants that receive direct financial assistance will be attend four life skills classes and complete a household budget for 90 days.
Group activity/life skills classes	The program will work with a local banking institution that will assist in facilitating a portion of the life skills classes.	70% of the program participants will maintain a stable residence with active utilities for a period of 90 days.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$7,000
(Last Year) **2012/13 Funding:**	$6,860
2013/14 Funding Recommendation:	$8,000

Human Services Appropriations Committee Comments:

- The program seeks to reduce poverty rates which align with County goals.
- The Committee noted that this agency has a very good direct service model.
- The program holds clients accountable for their financial progress and provides the tools necessary for families to gain or re-gain economic self-sufficiency.

Program Name: SEASTARS Aquatics

Responsible Agency: SEASTARS Aquatics

25 word description: SEASTARS, a free incentive based swim-team for children with mental, physical, and economic needs, fosters a love physical fitness and teaches skills for success.

What the funds will be used for: Funding will be used to purchase swim suits, goggles, and swim caps, and other basic swim equipment for children in the program. Every child on the swim team that has shown a commitment to attending practices receives a suit, swim goggles, and swim cap of their own, free of charge to the swimmer. These are the most basic needs for children to participate on the team and attend practice. These three items allow children to experience swim in a team atmosphere which allows children an outlet for physical fitness. Funds will also be used to purchase equipment for SEASTARS Incentive Program. Through the Incentive Program, children receive "sportsmanship stars," or points, for positive behaviors, good grades, attendance, healthy choices, and sportsmanship. Swimmers can exchange points for equipment such as swim suits, goggles, swim bags, and practice equipment such as kick-boards and fins. The Incentive Program not only rewards positive behaviors and healthy choices but helps teach children money management and introduces the basics of financial planning.

Direct Services Provided	Outputs	Results
Building Successful Behaviors	100% of swimmers set goals for swimming, education, and careers: Coaches will lead goal setting once a season and will review goals with swimmers throughout the season. 75% of swimmers who show report cards to coaches receive points in the incentive program for good grades: Swimmers will be encouraged to show their report card to coaches so they can receive points. 95% of swimmers participate in a community service event: SEASTARS volunteers, as a team, at three community service events a quarter.	SEASTARS expects to see A,B,or C letter grades among 75% of swimmers who show their report cards to coaches.
Incentive Program	Swimmers receive "sportsmanship stars" or points for healthy choices, team work, good grades, and positive behaviors. Swimmers can exchange points for equipment such as swim suits, goggles, swim caps, or kick boards. Swimmers must have enough points to "buy" equipment and are taught the importance of saving, balancing needs over wants, and planning for "emergency" needs such as broken or lost equipment.	To have 100% of swimmers keep a positive balance in the Incentive Program..

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$0
(Last Year) **2012/13 Funding:**	$0
2013/14 Funding Recommendation:	$4,000

Human Services Appropriations Committee Comments:

- The Committee noted that this program is greatly needed in the community that it serves (Brownsville).
- This program would help with reduction in costs to juvenile justice system as well as local emergency rooms by increasing the health and safety of the children served.

Program: Therapy and Assistive Devices for those with Speech or Hearing Deficiencies
Responsible Agency: Speech and Hearing Board through Baptist Health Care Foundation

25 word description: Speech and Hearing Board provide financial aid for Speech and Hearing diagnostics, therapies, and medical equipment for children and adults who cannot afford them.

What the funds will be used for: The funding requested will continue to be used for speech, hearing, language (communication), swallowing, and hearing diagnostic testing and therapies. They will provide service providers with the information needed to encourage their patients to take advantage of the financial services provided by Speech and Hearing to continue with their therapies, and to extend the financial service period in order to assure a more successful rehabilitation and become independent and productive citizens of the Community; and/or enable their caregivers to return to productivity.

Direct Services Provided	Outputs	Results
Improve hearing or the ability to cope with or overcome speech/swallowing disorders in special needs patients.	Provide therapy/rehabilitation sessions as established in the initial evaluation.	Based on the measurement tools selected, they expect to be able to measure the progress made by each individual as they work to overcome their specific disabilities. They also will be able to measure how many patients and/or their caregivers are able to return to work based on the services provided.

Funding Recommendation:

	County
(2 Years Ago) **2011/12 Funding:**	$5,000
(Last Year) **2012/13 Funding:**	$2,500
2013/14 Funding Recommendation:	$1,500

Human Services Appropriations Committee Comments:

- The committee feels that this program provides an invaluable service to the citizens of Escambia County; however reduction in funding is based on the low number of individuals served.
- The committee feels that the organization has several other funding sources available for this program relative to other programs requesting to the Human Services Appropriations Committee and that the agency has the ability to offset reduction in funding.

Avaliable: $0 CITY OF PENSACOLA				Human Services Appropriations Committee City / County Funding		Avaliable: $90,750 ESCAMBIA COUNTY					
2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Actual	AGENCY REQUESTING	2013/14 Requested	2012/13 Actual	2011/12 Actual	2010/11 Actual	2009/10 Actual	2008/09 Actual	2007/08 Actual
$ 10,000	$ 11,300	$ 9,300	$ 4,300	American Red Cross	Did Not Apply	$ 2,450	$ 6,500	$ 10,000	$ 7,300	$ 7,300	$ 7,300
11,000	11,000	9,000	4,000	ARC Gateway	$ 12,645	12,645	12,900	12,900	12,900	12,900	12,900
	3,500	5,000	2,500	Bay Area Food Bank	Did Not Apply	8,820	9,000	0	5,000	5,000	3,500
	3,000	2,500	1,200	Big Brothers/Big Sisters	Did Not Apply	0	1,750	10,000	4,800	3,500	3,000
10,000	8,000	6,500	3,000	Boys & Girls Club	$ 3,500	4,750	4,800	4,800	5,000	3,300	3,300
				BRACE	$ 1,125	0	0	0	0	0	0
				Catholic Charities - Bridges to Circles	$ 7,500	0	0	0	0	0	0
5,000	5,000	4,100	1,900	Community Drug & Alcohol Council	Did Not Apply	1,550	2,500	4,500	4,400	6,100	6,100
*	*	*	*	Council on Aging	$ 24,500	24,500	25,000	25,000	25,000	25,000	25,000
				Epilepsy Foundation of Florida	$ 2,330	0	0	0	0	0	0
				Favorhouse	$ 5,000	4,900	0	0	0	0	0
				Legal Services of North Florida-Independence for Homel	$ 2,500	0	0	0	0	0	0
				Legal Services of North Florida-Veterans Legal Assistan	$ 1,500	500	0	0	0	0	0
7,500	7,500	6,200	3,000	Lutheran Services - Sexual Abuse Treatment	$ 3,500	2,500	6,800	6,800	6,000	7,700	7,500
5,500	5,500	4,500	2,100	Milk & Honey Outreach - TOGETHER TIME	$ -	1,500	1,500	0	1,500	1,500	1,500
				Milk & Honey Outreach - SOAR	Did Not Apply	0	0	0	0	0	0
3,000	5,000	5,000	2,500	New Beginnings Recovery Homes	$ 5,625	4,900	5,000	3,000	7,500	5,000	5,000
				NWF Area Agency on Aging	Did Not Apply	0	0	0	0	0	0
				NWF Legal Services- Domestic Violence	$ 2,500	2,500	2,500	2,500	0	0	0
				Pace Center for Girls	$ 5,000	4,900	0	0	0	0	0
17,000	10,000	5,000	2,300	Salvation Army - Social Services Basic Needs	$ 8,000	6,860	7,000	7,000	7,000	5,000	6,100
				Seastars Aquatics	$ 4,000	0	0	0	0	0	0
5,000	4,000	3,300	1,000	Baptist Health Care-Speech & Hearing Board	$ 1,500	2,500	5,000	4,000	1,000	2,000	2,000
				United Way of Escambia County Legal Notice Fees(HSAC did not allocate legal notice fee of $ 149.58 during deliberations. UWEC will cover the difference of $124.58)	$ 25						
2,500	2,500	2,000	1,000	UCP/DHHS-Client Assistance	Did Not Apply	0	5,000	5,000	5,000	5,000	5,000
$ 76,500	$ 76,300	$ 62,400	$ 28,800	GRAND TOTALS	$ 90,750	$ 85,775	$ 95,250	$ 95,500	$ 92,400	$ 89,300	$ 88,200

* City of Pensacola Housing Department provides Council on Aging $65,000 for FY 2015 through CDBG.

2013/14 Leveraged Funds

Totals
6 Agencies, 6 Programs
Human Services Appropriations Committee Funds Used for Local Match: $38,125
State & Federal Funds Leveraged: $266,075
Average Ratio: $6.98:1

1. Agency: BRACE – Be Ready Alliance Coordinating for Emergencies
   Program: Heritage Oaks
   Funding Source: Corporation for National & Community Service
   HSAC Funds Used for Match: $1,125
   Funds Leveraged from HSAC Funds: $2,250
   Ratio: $2:1

2. Agency: Council on Aging of NW Florida
   Program: Meals on Wheels
   Funding Source: Community Care for the Elderly (state), Older American's Act (federal)
   HSAC Funds Used for Match: $24,500
   Funds Leveraged from HSAC Funds: $222,950
   Ratio: $9.10:1

3. Agency: Favorhouse of Northwest Florida
   Program: Domestic Violence Shelter Program
   Funding Source: Domestic Violence Trust Fund
   HSAC Funds Used for Match: $5,000
   Funds Leveraged from HSAC Funds: $15,000
   Ratio: $3:1

4. Agency: BRACE – Legal Services of North Florida
   Program: Veterans Legal Assistance
   Funding Source: Victims of Crime Act (VOCA)
   UWEC Funds Used for Match: $1,500
   Funds Leveraged from UWEC Funds: $1,875
   Ratio: $1.25:1

5. Agency: Lutheran Services of Florida
   Program: SATP – Sexual Abuse Treatment Program
   Funding Source: VOCA (Victims of Crime Act)
   HSAC Funds Used for Match: $3,500
   Funds Leveraged from HSAC Funds: $14,000
   Ratio: $4:1

6. Agency: Northwest Florida Legal Services
   Program: Domestic Violence Program
   Funding Source: VOCA (Victims of Crime Act)
   UWEC Funds Used for Match: $2,500
   Funds Leveraged from UWEC Funds: $10,000
   Ratio: $4:1

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Virginia Hollingsworth** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Legal Notice

Was published in said newspaper in the issue(s) of:

January 7, 2014

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this **7th Day** of **January, 2014,** by **Virginia Hollingsworth**, who is personally known to me.

Affiant

Notary Public

GILLIAN L. WARD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #EE835572
MY COMMISSION EXPIRES SEPT. 17, 2016

Legal Notice

The Human Services Appropriations Committee, on behalf of the Escambia County Board of County Commissioners, is accepting requests for funding for agencies and organizations to provide health and human services to local residents.

Funding is expected to provide enhancement or expansion of a specific service. Neither operational nor capital funding requests can be considered. **All applying organizations must complete certification through United Way of Escambia County by January 15, 2014.** Certification information may be found at http://www.unitedwayescambia.org/partner-certification.

Completion of both an online application and an oral presentation are required. All requests will be reviewed by the Health and Human Services Appropriations Committee, all volunteers from the community. Individual funding recommendations will be made directly to the Board of County Commissioners for their final approval.

Applications must be completed online. You will need to set up a user name and password and be certified before you apply for funding. Go to http://unitedwayescambia.org and click on: 2014/15 Application for Funding to view a sample application. Application training workshop schedules can also be found at the web site.

Applications must be received by United Way by February 12, 2014 before 4PM. For more information call 444-7140 or email magl@unitedwayescambia.org

Legal No. 1616682 1T January 7, 2014

Magi Thomley Williams

From: Hammes, Anna [ahammes@pensacol.gannett.com]
Sent: Friday, January 03, 2014 11:20 AM
To: Magi Thomley Williams
Subject: RE: Legal Notice for Publication Customer #44830050
Attachments: Legal 1616682 Proof.pdf

Please review the attached and let me know if any changes need to be made or if it is fine to publish as is. The total for the notice to publish one time on Tuesday is $149.58. The deadline for changes/approval is noon today for Tuesday's publication.

Thank you,

Anna Hammes
Classified Inside Sales Rep
Pensacola News Journal
101 E. Romana St., Pensacola, FL 32502
850.435.8585 (main) 850.435.8570 (fax)

All ads are subject to approval before publication. PNJ reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first business day of publication. PNJ shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellations.

MEDIASOLUTIONS
delivering customers. driving results
A GANNETT COMPANY

From: Magi Thomley Williams [mailto:magi@unitedwayescambia.org]
Sent: Friday, January 03, 2014 11:22 AM
To: PNJ-Legals
Subject: Legal Notice for Publication Customer #44830050

Please send proof for the attached ad to be published at earliest available date.

Thanks

Magi Thomley Williams, PCM, CC, CL
Partnership Coordinator
United Way of Escambia County
1301 W. Government St.
Pensacola, FL 32502
(850) 444-7140 direct
(850) 444-7117 fax
Magi@UnitedWayEscambia.org
http://unitedwayescambia.org

Payee PENSACOLA NEWS JOURNAL
Vendor ID PENSACOLANEWSADS

Account #:

39528
1/13/2014

Invoice	Description	Discount	Amount
439853	LEGAL NOTICE FOR HSAC FUNDING	$0.00	$149.58
	Total :	$0.00	$149.58

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6290 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: BA #190 - Employee Morale and Welfare Fund Personnel Funding for Employee Recognition
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #190 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #190, Employee Morale and Welfare Fund, Escambia County Restricted Fund (101), an increase in personnel funds in the amount of $5,600, to properly account for and record the personnel expenses associated with the Escambia County Employee of the Month (approximately $400/month) and Employee of the Year (approximately $800/year). Funds are available in the Employee Morale and Welfare Cost Center and no associated increase in County positions.

BACKGROUND:

This Budget Amendment appropriates personnel funds to properly account for the Escambia County Employee of the Month and Employee of the Year. Funds are available in the Employee Morale and Welfare Fund, Escambia County Restricted Fund (101).

BUDGETARY IMPACT:

This Amendment will increase personnel funds in Fund 101 by $5,600.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in personnel funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#190

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
#190

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 101 / Escambia Restricted Fund
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Operating Supplies		150105	55201	5,600
Total				**$5,600**

Transfer To: 101 / Escambia Restricted Fund
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Other Salaries & Wages		150105	51301	5,600
Total				**$5,600**

Detailed Justification:
Funds are being placed into the Other Salaries expense account to properly record the personnel expenses associated with the Escambia County Employee of the month (12 times per year) and the Employee of the Year (1 time per year).

This BA increases personnel funds by $5,600, however there is no increase in funding levels in the Employee Morale and Welfare Fund and no increase in positions.

OMB Analyst

Budget Manager

Management & Budget Dept Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6318 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Supplemental Budget Amendment #197 - 2014 FTA Grant FL16-0009
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, FTA Capital Projects Fund (320) in the amount of $252,000, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to be used to purchase four wheelchair accessible paratransit vehicles.

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded funds for the 2014 FTA Grant FL16-0009, and these funds need to be recognized for the FTA Bus and Facilities Program to purchase four wheelchair accessible paratransit vehicles. The required matching funds for the grant are $28,000, and will be funded with the Local Option Sales Tax (LOST).

BUDGETARY IMPACT:

This amendment will increase Fund 320 by $252,000 and requires a $28,000 match. Matching funds will come from Local Option Sales Tax (Fund 352).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Coordinating with ECAT to revise the grant agreement that was approved by the BCC to include the increased grant allocations being received.

Attachments

SBA# 197

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, ECAT was awarded grant funds from Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

FTA Capital Fund	320
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
2014 FTA Grant - FL16-0009	320	331468 (new)	252,000
Total			**$252,000**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Machinery & Equipment	320 / 320422 (new)	56401	$252,000
Total			**$252,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
 # 197

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6339 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Supplemental Budget Amendment #200 - State of Florida, Division of Emergency Management Grant Awards
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #200 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Other Grants and Projects Fund (110) in the amount of $130,809, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for enhancement of the daily and emergency operations of the Escambia County Division of Emergency Management.

BACKGROUND:

Escambia County has been awarded two FDEM grants that are being appropriated with this amendment. Agreement #15-FG-XX-01-27-01-084 provides funds in the amount of $104,682, and Agreement #15-BG-83-01-27-01-017 provides funds in the amount of $105,806. Both grants will be used to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period July 1, 2014, through June 30, 2015. The supplemental budget amendment being approved appropriates less than the full amount of each grant because the associated cost centers already contain partial balances. The grant cost centers will contain the full amount of each grant after this amendment is processed.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $103,809.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#200

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded two grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Emergency Mgmnt Performance	110	331266	$82,513
Emergency Prep DCA Civil Defense	110	331228	$48,296
Total			$130,809

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Regular Salaries	110/330409	51201	$42,967
FICA	110/330409	52101	$3,400
Retirement	110/330409	52201	$3,245
Life and Health	110/330409	52301	$8,734
Workers Compensation	110/330409	52401	$116
Communications	110/330409	54101	$7,000
Freight and Postage	110/330409	54201	($500)
Repairs and Maintenance	110/330409	54601	$8,609
Printing and Binding	110/330409	54701	($1,500)
Office Supplies	110/330409	55101	$426
Operating Supplies	110/330409	55201	$2,413
Books, Pubs, Subs	110/330409	55401	$237
Training and Educational Costs	110/330409	55501	$3,500
Machinery & Equipment	110/330409	56401	$3,866
Travel and Per Diem	110/330405	54001	$10,000
Communications	110/330405	54101	$6,000
Repairs and Maintenance	110/330405	54601	($3,500)
Printing and Binding	110/330405	54701	$5,000
Promotional Activities	110/330405	54801	$5,000
Office Supplies	110/330405	55101	$3,970
Operating Supplies	110/330405	55201	$7,020
Emergency Communications	110/330405	55251	$15,000
Training & Educational Costs	110/330405	55501	($1,500)
Machinery & Equipment	110/330405	56401	$1,306
Total			$130,809

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
200

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6344 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Supplemental Budget Amendment #201 - Paratransit Trip and Equipment Grant
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #201 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #201, Mass Transit Fund (104) in the amount of $657,565, to recognize proceeds from the State of Florida Commission for the Transportation Disadvantaged, and to appropriate these funds to be used to purchase passenger trips for non-sponsored transportation disadvantaged individuals or for capital equipment for non-sponsored transportation services.

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded funds for the Paratransit Trip and Equipment Grant, and these funds need to be recognized to purchase passenger trips for non-sponsored transportation disadvantaged individuals, or for capital equipment for non-sponsored transportation. The required matching funds for the grant are $73,236, and will be funded from the Local Option Gas Tax (Fund 104).

BUDGETARY IMPACT:

This amendment will increase Fund 104 by $657,565 and requires a $73,236 match. Matching funds will come from the Local Option Gas Tax (Fund 104).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 201

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, ECAT was awarded grant funds from the State of Florida Commission for the Transportation Disadvantaged, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Fund Name	Fund Number
Mass Transit Fund	104

Revenue Title	Fund Number	Account Code	Amount
Paratransit Trip & Equipment Grant	104	331469 (new)	657,565
Total			**$657,565**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Paratransit Costs	104 / 320401	53405	$657,565
Total			**$657,565**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
 # 201

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6206 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Purhase Orders in Excess of $50K related to Emergency response to the Fire and Explosion at CBDC
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order in Excess of $50,000 Related to the Emergency Response to the Flood and Explosion at the Central Booking and Detention Center - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the issuance of the following Purchase Order, in excess of $50,000, for the emergency response to the flood event of April 2014 and the fire and explosion at the Central Booking and Detention Center (CBDC), issued during the Declaration of Emergency by the Board of County Commissioners on April 29, 2014, for emergency services required during the emergency:

P. O.	Vendor	Amount	Description
141408	Dell Marketing LP	$73,356.50	Replacement of Computers and Accessories

[Funding: Fund 501, Internal Service Fund for Insurance Claims, Cost Center 140836, Expense Code 56401]

BACKGROUND:

Computers and the associated accessories were damaged during the flood and explosion at the Central Booking and Detention Center on April 29, 2014. Replacement of computers and associated hardware and software are required to resume work activities.

BUDGETARY IMPACT:

Funding: Fund 501 Internal Service Fund for Insurance Claims, Cost Center 140836, Expense Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II, section 93, Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

141408

PURCHASE ORDER NO. 141408

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
040517
DELL MARKETING LP
C/O DELL USA L.P.
ONE DELL WAY RR1 MAILSTOP 8035
ROUND ROCK TX 78682-0384

SHIP TO
INFORMATION RESOURCES/DATA PRO
ESC. COUNTY COURTHOUSE, 1ST FL
221 PALAFOX PLACE, RM 0402, IT
PENSACOLA FL 32502
ATTN: DAVID MUSSELWHITE

ORDER DATE: 06/03/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001603	REQ. DATE: 05/30/14
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE OF 50 LATITUDE 10 5000 SERIES , AND ACCESSORIES TO REPLACE ONES LOST IN THE EXPLOSIVE AT THE CBD. CONTRACT # WN05ACA PER ATTACHED QUOTE # 683650690	73356.5000	73,356.50

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140836	56401	73,356.50	

PAGE TOTAL $ 73,356.50
TOTAL $ 73,356.50

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the interests herein. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this options with respect to any installment shall not be deemed a waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit prices and extensions need not be shown when compatible with the use of automated systems; provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein have been complied with and shall indemnify and save County harmless from and against any liability [illegible] resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charged all the way, bill as the County will not remit [illegible] taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties established by statute or common law or set forth elsewhere in this order, Contractor expressly warrants that all materials or services covered hereunder shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.

11. INSTALLATION - If this order required the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days form the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11255, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been inoperative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioner duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction of set-off (See Clause 19).

26. EXTENT OF OBLIGATION - The County is obligated under a call type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the supplier's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

14001603

QUOTATION

Quote #:	683650690
Customer #:	26637227
Contract #:	WN05ACA
CustomerAgreement #:	250WSCA10ACS;B27160
Quote Date:	05/30/2014
Date: 5/30/2014 Customer Name:	ESCAMBIA CO BOCC

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

OK PM

Sales Professional Information

SALES REP:	AMANDA RANDLE	PHONE:	1800 - 4563355
Email Address:	Amanda_Randle@Dell.com	Phone Ext:	80000

GROUP: 1 QUANTITY: 50 SYSTEM PRICE: $1,365.16 GROUP TOTAL: $68,258.00

Description	Quantity
Latitude 15 5000 Series (210-ABGO)	50
4GB Single Channel DDR3L 1600MHz (4GBx1) (370-AAPD)	50
Internal English Single Pointing Keyboard (583-BBJI)	50
Intel Integrated HD Graphics 4400 (490-BBNB)	50
Intel Wireless 7260 driver (555-BBQK)	50
320GB 7200rpm Hard Drive (400-ABMT)	50
Windows 7 Professional, 64-bit, No Media, Latitude, English (421-8067)	50
Non-Canada Orders only (332-1286)	50
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	50
8X DVD+/-RW Media Bay Drive (429-AAIL)	50
Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI)	50
US Power Cord (537-BBBD)	50
No Media (620-AAOH)	50
Dell Backup and Recovery Basic (637-AAAD)	50
BTO Standard shipment Air (800-BBGF)	50
System Documentation, English (340-ACOS)	50
Software for Integrated Camera (319-BBBH)	50
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (955-7445)	50
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (955-7448)	50
ProSupport: 7x24 Technical Support, 2 Year Extended (955-7455)	50
ProSupport: 7x24 Technical Support, Initial (955-7458)	50
Dell Limited Hardware Warranty Plus Service Extended Year(s) (955-7525)	50
Dell Limited Hardware Warranty Plus Service Initial Year (955-7526)	50
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449)	50

140011603

Intel vPro TechnologyÂ's Advanced Management Features (631-AAEC)	50
Dell 22 Monitor - P2214H (480-ABMD)	50
No Resource DVD (430-XXYG)	50
No Fingerprint Reader (Single Pointing) Palmrest (346-BBHP)	50
System Documentation, English (340-ADNT)	50
Energy Star 5.2 (387-BBDK)	50
4th gen Intel Core i5-4300U Processor (1.9 GHz, 3M Cache) (338-BCVB)	50
Intel Core i5-4300U Processor base with Integrated Graphics and Express Card (329-BBVH)	50
Dell Data Protection Encryption Personal Edition Digital Delivery (421-9984)	50
Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year (954-3455)	50
E-Port Plus, dock adds dual digital display and legacy port support, USB 3.0 (452-BBBH)	50
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	50
Ship Material, Shuttle, Mix Model (340-AFZW)	50
No Power DVD (430-XXYY)	50
Regulatory Label, Non-Touch (389-BCZZ)	50
No Intel Responsive (551-BBBJ)	50
Intel Core i5 vPro Processor Label (389-BBJN)	50
15.6" HD (1366x768) Wide View Anti-Glare WLED-backlit (391-BBJD)	50
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	50
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	50
Dell Digital Delivery Cirrus Client (340-AAUC)	50
Thank you for buying Dell (421-9982)	50
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	50
SW,MY-DELL,CRRS (422-0052)	50
Latitude 15 5000 Software Drivers (551-BBBU)	50
Adobe Reader 11 (640-BBDI)	50
Dell Data Protection | Protected Workspace (640-BBEU)	50
Not Selected in this Configuration (640-BBHQ)	50
Visit www.dell.com/encryption (640-BBHR)	50
Waves Maxx Audio Royalty (658-BBNF)	50
No Anti-Virus Software (650-AAAM)	50
65W AC Adapter, 3-pin (492-BBEM)	50
Configuration Services - Custom, Image Load,Factory Install (366-0147)	50
CFI Routing SKU (365-0257)	50

SOFTWARE & ACCESSORIES **GROUP TOTAL: $5,098.50**

Product	Quantity	Unit Price	Total
E/View, Notebook Stand, Dell Latitude E-Family/Mobile Precision, Customer Kit (330-0878)	50	$64.49	$3,224.50
Dell Multimedia Keyboard, with Hot Keys, English, Dell Precision, OptiPlex, and Latitude, Customer Install (331-9653)	50	$22.49	$1,124.50

14001603

Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision,Customer Install (330-9456)	50	$14.99	$749.50

***Total Purchase Price:**	**$73,356.50**
Product Subtotal:	$73,356.50
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

Statement of Conditions
The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale
This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA)

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information
All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
All information supplied to ESCAMBIA CO BOCC for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell
Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy
Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6121 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Commissary Services for the Road Prison PD 13-14.044
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commissary Services for the Road Prison, PD 13-14.044 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract, PD 13-14.044, for Escambia County Road Prison Commissary Services, and approve the Agreement for Commissary Services (PD 13-14.044) between Escambia County and Kimble's Food by Design, Inc., in the amount of $140,000, as follows:

A. 38% rebate for all inmate commissary net sales, excluding the sale of tobacco products and 20 ounce beverage vouchers; and

B. 28% rebate on net sales of tobacco products and 20 ounce beverage vouchers.

[Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 14, 2014. Six bids were received on May 13, 2014 to provide Commissary Services to the inmate population at the Escambia County Road Prison. Kimble's Food by Design, Inc. provided the highest commission rates.

BUDGETARY IMPACT:

Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab Award

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Escambia County Road Prison Commissary Services BID # PD 13-14.044								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 05/13/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Acknowledgement of Addenda 1	% on net sales excluding sale of tobacco products and 20 oz Beverage Vouchers	% on net sales of tobacco products and 20 oz Beverage Vouchers
Kimble's Food by Design Inc	Y	Y	Y	Y	Y	Y	Y	38%	28%
Swanson/Trinity Services	Y	Y	Y	Y	Y	Y	Y	25%	20%
S.A.C.S.	Y	Y	Y	Y	Y	Y	Y	40%	25%
Stewart Distribution	Y	Y	Y	Y	Y	Y	Y	38%	20%
Keefe Commissary Network	Y	Y	Y	Y	Y	Y	Y	35%	20%
Oasis Management Systems	Y	Y	Y	Y	Y	Y	Y	28.8%	28.8%
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager			DATE: 05/13/2014					
BIDS TABULATED BY:	Lori Kistler, SOSA			DATE: 05/13/2014					
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: 05/13/2014					

BOCC
DATE June 3, 2014

CAR
DATE June 3, 2014

The Purchasing Chief/Designee recommends to the BCC: To award a Revenue Contract to Kimble's Food by Design Inc.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Posted @ 5/16/2014 3:45p.m. CDT

FP/lk

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

THIS AGREEMENT is made and entered into this ___ day of _____ 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Kimble's Food by Design, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor") with administrative offices located 607 Hines Street, LaGrange, Georgia 30241, (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the "effective date" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.

3. Interim Extension. After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) years and six (6) months.

4. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Rebates. Contractor agrees to pay County a 38% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 ounce beverage vouchers. Contractor further agrees to pay to County a 28% rebate for the net sale of tobacco products and 20 ounce beverage vouchers. For the purpose of this Agreement "net sale" shall be defined as gross sales less applicable sales tax and postage stamps.

6. Method of Billing. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

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.

7. Termination. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to County. This Agreement may be terminated by the County for cause or convenience upon giving thirty (30) days written notice of such termination to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

9. Independent Contractor Status. Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. County shall not be considered a joint employer, joint venture or partner with contractor.

10. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

11. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, 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.

12. Notice. 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: Kimble's Food By Design, Inc. Attention: Rebecca Walker 607 Hines Street LaGrange, Georgia 30241	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 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.

13 Governing Law. 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.

14. Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

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

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

Approved as to form and legal sufficiency.

By/Title: [signature]
Date: 5/21/14

By:_____
Deputy Clerk

CONTRACTOR:
KIMBLE'S FOOD BY DESIGN, INC., a for-profit corporation authorized to conduct business in the State of Florida.

_____
President

ATTEST:

Date:_____

_____
Corporate Secretary

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044
BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK

A) SERVICE

(1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.

(2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.

(3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).

(4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.

(5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.

(6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.

(7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.

(8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.

(9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.

(10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

(11) CONTRACTOR to send monthly invoices to:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

Contact:	Candace Knapp	Brenda Lee
	850-937-2105p	850-937-2105p
	850-937-2108f	850-937-2108f
	cmknapp@myescambia.com	bhlee@myescambia.com

(12) Contractor shall mail monthly commission/rebate check to:

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Pala fox Place, Suite 140
Pensacola, FL 32502-5843

(B) TERMS

(1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

(2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.

(3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6125 **County Administrator's Report 13. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Southwest Greenway 3rd Extension PD 13-14.047
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Southwest Greenway 3rd Extension, PD 13-14.047 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.047, for the Southwest Greenway 3rd Extension, to Birkshire-Johnstone, LLC, in the base bid amount of $265,291.50.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 221017, Recreational Trail Southwest Greenway, Object Code 56301 - $200,000; Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Object Code 56301 - $65,291.50]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal April 4th, 2012. Four bids were received. Birkshire-Johnstone, LLC was the lowest, most responsive, responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 110 Other Grants and Projects, Cost Center 221017 Recreational Trail SW Greenway, Object Code 56301 - $200,000
Fund 352 LOST III, Cost Center 220102 NESD Capital Projects, Project 11NE0878, Object Code 56301 - $65,291.50

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab Awarded

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: SW Greenway 3rd Extension BID # PD 13-14.047										
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 05/15/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Ackno wl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Base Bid	Alternate Bid #1 (Base Bid w/ Addn of Boardwalk & Related Improvements Extending West of Fairfield)	Alternate Bid #2 (On-Grad Trail Improvements from Decatur Ave West to Brigadier Street)
Birkshire-Johnstone LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$265,291.50	$440,477.30	$71,512.00
J.D. James, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$545,408.67	$948,220.89	$334,573.00
Hewes & Co LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$338,675	$574,675.75	$91,944.00
Florida Construction & Dev Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$299,735.68	$518,807.68	$35,756
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 05/15/2014										
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 05/15/2014										
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 05/15/2014										

CAR
DATE 06/03/2014

BOCC
DATE 06/03/2014

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Birkshire Johnstone in the amount of $265,291.50.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
Posted @ 3:15pm CDT on 05/21/2014

JFP/abh

Note: A "No Bid" was submitted by Larry Hall Construction, Inc.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6127 **County Administrator's Report 13. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Central Energy Plant Contract PD 13-14.058
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Central Energy Plant Contract, PD 13-14.058 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc., for a period of three years, with the option to extend for two additional one-year periods, for basic bimonthly services, and add Options 1 and 2, for an annual amount of $107,400, and approve the Agreement for Central Energy Maintenance and Repair, PD 13-14.058.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - $100,000; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - $7,400]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal May 5th, 2014. Four bids were received.

This is an annual and reoccurring contract for the preventative maintenance, testing and repair requirements for the installed equipment for Judicial Central Energy Plant, the Central Office Complex, and the West Florida Regional Library. The initial equipment to be maintained consists of the following: 6 - Chillers, 4 - Cooling Towers with Chemical Treatment, 1 - Boiler, 16 - Circulating Pumps, 1 - Air Compressor, 1 - Refrigerant Leak Detector, 1 - Air Dyer, and 8 - Variable Frequency Drives. Note: Equipment may be added or deleted as deemed necessary by the County.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 $100,000

Funding: Fund 113, Library Fund, Cost Center 310203, Object Code 54601] $7,400

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Contract

Bid Tab

AGREEMENT FOR CENTRAL ENERGY MAINTENANCE AND REPAIR PD 13-14.058

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Engineered Cooling Services, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 87-0769487, and whose principal address is 2801 North Davis Highway, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, on June 9, 2014, the County issued an Invitation to Bidders (PD 13-14.058) seeking vendors to provide certain central energy maintenance and repair services; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Central Energy Plant Contract, Specification No. P.D. 13-14.058, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such services in accordance with the Contractor's Bid Form, dated June 9, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

9. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. 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: Engineered Cooling Services, Inc.
Attention: Ray Rodriguez
2801 North Davis Highway
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
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.

12 Governing Law. 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.

13. Public Records. 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. In the event the Contractor 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 Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/13/14

CONTRACTOR: ENGINEERED COOLING SERVICES, INC.

_____
By: Ray Rodriguez, Vice President

Date: _____

ATTEST:

By: _____
Corporate Secretary
(SEAL)

SCOPE OF WORK ATTACHMENT A

Preventive Maintenance and Repair Contract for the Following Buildings

1. **M.C. Blanchard Judicial Center**, 190 West Government Street-Energy Plant
   (3 each) Water Cooled Chillers and Related Equipment.
2. **Central Office Complex,** 3363 West Park Place
   (1 each) Air Cooled Chiller and Related Equipment.
3. **Downtown Main Library,** 200 West Gregory Street
   (1 each) Air Cooled Chiller, Boiler and Related Equipment

Scope of Work Requirements:

Vendor shall provide all labor, material, refrigerant, oil and all other expenses to provide an all inclusive maintenance contract on all listed and related system equipment.

Vendor must respond on site within a 2-hour period to an emergency call from the County, after hours, weekends, and holidays are included.

Vendor shall properly operate, maintain, and repair all listed and related system equipment, to insure the highest level of operating efficiency, reliability, and physical appearance. All work is to be completed in a timely manner.

Vendor will insure a safe and clean work environment. Vendor will comply with all rules, regulations, standards, codes, ordinances and laws of local, state and federal governments during the contract period.

Vendor shall provide either a bi-weekly or monthly maintenance on all listed and related system equipment.

Vendor shall provide annual shut down inspections on the Chillers.

Vendor shall provide semi-annual oil analysis on the Chillers.

Vendor shall provide annual condenser tube inspection in conjunction with the chemical company providing chemical treatment to the system.

Vendor shall clean the Cooling Towers a minimum of 2 times per year.

Vendor shall perform all O.E.M. recommended preventative maintenance on all listed equipment.

When required, all tube plugging and chemical cleaning of chiller tubes are to be covered during the Contract period.

Vendor shall provide all chemical treatment, system maintenance and repair to all listed chiller system equipment.

EXHIBIT
A

Scope of Work Requirements (Continued):

Vendor shall advise customer upon arrival and shall advise customer of existing or corrected deficiencies prior to departure.

Escambia County Facilities Management reserves the right to add or delete equipment/sites as needed during the contract period.

Upon completion of each month, a typed report will be presented to the Escambia County Facilities Maintenance Representative for review. The report will include the following:

A. Description of work performed during the bi-weekly or monthly inspections.

B. Annual shut down inspection reports on all listed and related system equipment, if due.

C. The semi-annual oil analysis report, if due.

D. The Eddy current reports are to be conducted on the condenser every 3 years (Due in 2014) and the evaporator tubes every 5 years (Due in 2014).

Low pressure Centrifugal Chillers

Task List for Start-up Preparation and Inspection

Advise customer upon arrival.
Check refrigerant and oil levels.
Check oil sump, purge oil heaters and temperatures.
Check and test all operating and safety controls.
Check the starter operation.
Start the chiller and calibrate controls.
Check the purge unit operation.
Log operating conditions after system and unit stabilize.
Review operating procedures and owner's log with operator.
Check auxiliary equipment operation.
Advise customer of deficiencies and when they will be corrected.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Operating Inspections

Inspect Chiller and adjust safety controls.
Check purge operation.
Check operation of controls.
Check oil and refrigerant levels.
Check operation of the lube system.
Check the oil return system.
Check operation of the motor and starter.
Record operating conditions.
Review log and chiller system operation with the operator.
Check condenser and evaporator water flows.
Check the refrigerant cycle to verify the proper operating balance.
Check condenser water and chilled water heat transfer.
Log and report repairs/parts that are needed.
Advise operator when repairs should be completed.
Perform mechanical cleaning on condenser tubes.
Perform mechanical cleaning on evaporator tubes, as needed.
Disassemble compressor motor starter contacts and clean.
Inspect mechanical linkage of starter.
Vacuum clean starter cabinet.
Conduct Eddy current tests on the condenser and evaporate, if due.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Compressor Motor Assembly

Advise customer upon arrival.
Record Voltages.
Meg and record motor winding resistance.

Low pressure Centrifugal Chillers- Continued:

Check inlet vane operator and linkage; lubricate where required.
Conduct semi-annual analysis on oil and oil filter at an independent laboratory.
Change oil as test indicates. (Facilities Management will arrange for disposal of the oil.)
Advise operator of deficiencies and when repairs should be completed.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Compressor Oil System

Advise customer upon arrival.
Change oil, oil filter and dryer as required.
Conduct semi-annual analysis on oil and oil filter at an independent laboratory. (Facilities Management will arrange for disposal of the oil.)
Check oil pump and motor.
Check oil heater and thermostat operation.

Task Requirements for Motor Starter

Run diagnostic check.
Meg motor.
Check and tighten all terminal connections.
Check overloads and calibrate.
Dry run starter (or before start-up); check light status.
Clean or replace contacts.
Check linkage.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Control Panel

Run diagnostic of micro control panel.
Check safety shutdown operation.
Check and tighten all terminal connections.
Check display data and set points for accuracy.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Purge Unit

Inspect operation of the unit.
Change filter drier.
Check the condition and operations of all other components; record pressure control set point.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Low pressure Centrifugal Chillers- Continued:

Task Requirements for the Condenser

Check flow switch.
Check approach temperatures.
Perform O.E.M. recommended preventative maintenance on all equipment listed

Task Requirements for the Cooler

Check flow switch.
Check refrigerant levels.

Task Requirements for the System

Annually conduct a leak test and repair leak sources.
Add refrigerant as required.
Record condition of sight glasses.
Check the refrigerant cycle to verify the proper operating balance.
Check condenser and chill water heat transfer.
Perform O.E.M. recommended preventative maintenance on equipment listed.

Task Requirements for Refrigerant Leak Detection System

Perform O.E.M. recommended preventative maintenance on equipment listed.

Task Requirements for General Items

Repair insulation removed for inspection and maintenance procedures.
Clean equipment and surrounding area upon completion of work.
Check sump pump heater operation
Consult with the operator.
Report deficiencies and repairs required.
Check sump pump heater operation.
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High pressure Centrifugal Chillers

Task list for Start-up Preparation and Inspection

Advise customer upon arrival.
Check refrigerant and oil levels.
Check oil sump, purge oil heaters and temperatures.
Check and test all operating and safety controls.
Check the starter operation.
Start the chiller and calibrate controls.
Check the purge unit operation.
Log operating conditions after system and unit stabilize.
Review operating procedures and owner's log with operator.
Check auxiliary equipment operation.
Advise customer of deficiencies and when they will be corrected.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Operating Inspections

Inspect Chiller and adjust safety controls.
Check purge operation.
Check operation of controls.
Check oil and refrigerant levels.
Check operation of the lube system.
Check the oil return system.
Check operation of the motor and starter.
Record operating conditions.
Review log and chiller system operation with the operator.
Check condenser and evaporator water flows.
Check the refrigerant cycle to verify the proper operating balance.
Check condenser water and chilled water heat transfer.
Log and report repairs/parts that are needed.
Advise operator when repairs should be completed.
Perform mechanical cleaning on condenser tubes.
Perform mechanical cleaning on evaporator tubes, as needed.
Disassemble compressor motor starter contacts and clean.
Inspect mechanical linkage of starter.
Vacuum clean starter cabinet.
Conduct Eddy current tests on the condenser and evaporate, if due.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

High pressure Centrifugal Chillers - Continued:

Task list for Compressor Motor Assembly

Advise customer upon arrival.
Record voltages.
Meg and record motor winding resistance.
Lubricate open motor.
Check alignment on open drive units.
Check coupling.
Check seals.
Check inlet vane operator and linkage; lubricate where required.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task list For Compressor Oil System

Advise customer upon arrival.
Change oil, oil filter and dryer as required.
Conduct semi-annual analysis on oil and oil filter at an independent laboratory.
Check oil pump, seal and motor.
Clean dirt leg.

Task list For Compressor Oil System Continued:

Check oil heater and thermostat operation.
Check all other oil system components including the cooler, strainer and solenoid valve.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for Motor Starter

Run diagnostic check.
Meg motor.
Check and tighten all terminal connections.
Check overloads, dash pot oil and calibrate.
Clean or replace contacts.
Check linkage.
Clean or replace air filter where required.
Dry run starter (or before start-up); check lights.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

High pressure Centrifugal Chillers - Continued:

Task Requirements for the Control Panel

Run diagnostic of micro control panel.
Check safety shutdown operation.
Check and tighten all terminal connections.
Check display data and set points for accuracy.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Condenser

Check flow switch operation.
Check water flow.
Check approach temperatures.
Check refrigerant level.
Perform O.E.M. recommended preventative maintenance on all equipment listed

Task Requirements for the System

Annually conduct a leak test and repair leak sources.
Add refrigerant, as required.
Record condition of sight glasses.
Check the refrigerant cycle to verify the proper operating balance.
Check condenser and chill water heat transfer.
Perform O.E.M. recommended preventative maintenance on equipment listed.

Task Requirements for General Items

Repair insulation removed for inspection and maintenance procedures.
Clean equipment and surrounding area upon completion of work.
Consult with the operator.
Report deficiencies and repairs required.

Reciprocating Air Cooled Chillers

Task List for Operating Inspections

Check Auxiliary equipment operation.
Check refrigerant levels.
Check oil.
Check the crankcase heater, oil temperature, and lube system.
Check and test all operating and safety controls.
Check for proper voltage and starter operation.
Start the chill and condenser water pumps as needed.
Start the unit and calibrate controls and transducers.
Check the proper settings for sub cooling and superheat.
Log operating conditions after the unit stabilizes.
Review operating procedures with the operator.
Remove debris from inside and around the unit.
Inspect condenser coils for blockage and clean tubes.
Inspect and tighten electrical connections.
Check the fan motor operation after start-up.
Check the general condition and operation of the unit.
Log operating conditions and identify discrepancies.
Check for proper oil level and refrigerant charge.
Check the oil temperature, and crankcase heater.
Inspect starter, relays and controls.
Inspect the air-cooled condenser fans, and motor operation.
Remove debris from inside and around the unit.
Review operating procedures with the operator.
Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

Meg and record motor winding resistance.
Check the oil level in the compressor, adding oil as required, and conducting an oil acidity test.
Conduct a leak check and repair leaks. Add refrigerant as needed.
Change the filter dryer.
Check the crankcase heater for proper operation.
Check the evaporator chiller barrel heater for proper operation.
Check and tighten power wiring on contactors and motor terminal boxes.
Clean all contactors and replace if necessary.
Check all relays, operating controls, and safeties.
Check and calibrate all controls, safeties, unloaders, and external interlocks.
Check the suction and discharge compressor valves.

Screw Air Cooled Chillers

Task List for Start-up Preparation and Inspection

Check Auxiliary equipment operation.
Check refrigerant levels.
Perform semi-annual oil analysis.
Check the compressor heater, oil temperature, and lube system.
Check and test all operating and safety controls.
Check for proper voltage and starter operation.
Start the chill and condenser water pumps as needed.
Start the unit and calibrate controls and transducers.
Check the proper settings for sub cooling and superheat.
Log operating conditions after the unit stabilizes.
Review operating procedures with the operator.
Remove debris from inside and around the unit.
Inspect condenser coils for blockage and clean tubes.
Inspect and tighten electrical connections.
Check the fan motor operation after start-up.

Task List for Operating Inspections

Check the general condition and operation of the unit.
Log operating conditions and identify discrepancies.
Adjust operating controls if required.
Check for proper oil level and refrigerant charge.
Check the oil temperature and compressor heater.
Inspect starter, relays and controls.
Inspect the air-cooled condenser fans, and motor operation.
Remove debris from inside and around the unit.
Review operating procedures with the operator.
Check the evaporator chiller barrel heater for proper operation

Task List for Annual Equipment Shutdown Inspection

Meg and record motor winding resistance.
Change the oil filter.
Check the oil level in the lube system; adding oil as required, and conducting an oil acidity test.
Conduct a leak check and repair leaks. Add refrigerant as needed.
Change the filter dryer.
Check the crankcase heater for proper operation.
Check the evaporator chiller barrel heater for proper operation.
Check and tighten power wiring on contactors and motor terminal boxes.
Clean all contactors and replace if necessary.
Check all relays, operating controls, and safeties.
Check and calibrate all controls, safeties, unloaders, and external interlocks.

Smardt Air Cooled Chillers

Task List for Start-up Preparation and Inspection

Check Auxiliary equipment operation.
Check refrigerant levels.
Check and test all operating and safety controls.
Check for proper voltage and starter operation.
Start the chill and condenser water pumps as needed.
Start the unit and calibrate controls and transducers
Check the proper settings for sub cooling and superheat
Log operating conditions after the unit stabilizes.
Review operating procedures with the operator.
Remove debris from inside and around the unit.
Inspect condenser coils for blockage and clean tubes.
Inspect and tighten electrical connections.
Check the fan motor operation after start-up.
Check the evaporator chiller barrel heater for proper operation.

Task List for Operating Inspections

Check the general condition and operation of the unit.
Log operating conditions and identify discrepancies.
Adjust operation controls if required.
Inspect starter, relays and controls.
Inspect the air-cooled condenser fans, and motor operation.
Remove debris from inside and around the unit.
Review operating procedures with the operator.
Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

Meg and record motor winding resistance.
Conduct a leak check and repair leaks. Add refrigerant as needed.
Change the filter dryer.
Check the evaporator chiller barrel heater for proper operation.
Check and tighten power wiring on contactors and motor terminal boxes.
Clean all contactors and replace if necessary.
Check all relays, operating controls, and safeties.
Check and calibrate all controls, safeties, unloaders, and external interlocks.

Scroll Air Cooled Chillers

Task List for Start-up Preparation and Inspection

Check Auxiliary equipment operation.
Check refrigerant levels.
Check crankcase heaters.
Check and test all operating and safety controls.
Check for proper voltage and starter operation.
Start the chill and condenser water pumps as needed.
Start the unit and calibrate controls and transducers.
Check the proper settings for sub cooling and superheat.
Log operating conditions after the unit stabilizes.
Review operating procedures with the operator.
Remove debris from inside and around the unit.
Inspect condenser coils for blockage and clean tubes.
Inspect and tighten electrical connections.
Check the fan motor operation after start-up.
Check the evaporator chiller barrel heater for proper operation.

Task List for Operating Inspections

Check the general condition and operation of the unit.
Log operating conditions and identify discrepancies.
Adjust operation controls if required.
Check the oil temperature and crankcase heater.
Inspect starter, relays and controls.
Inspect the air-cooled condenser fans, and motor operation.
Remove debris from inside and around the unit.
Review operating procedures with the operator.
Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

Meg and record motor winding resistance.
Check the oil level in the lube system; adding oil as required, and conducting an oil acidity test.
Conduct a leak check and repair leaks. Add refrigerant as needed.
Change the filter dryer.
Check the crankcase heater for proper operation.
Check the evaporator chiller barrel heater for proper operation.
Check and tighten power wiring on contactors and motor terminal boxes.
Clean all contactors and replace if necessary.
Check all relays, operating controls, and safeties.
Check and calibrate all controls, safeties, unloaders, and external interlocks

Cooling Tower

Task List for Annual Equipment Shutdown Inspection

Check volt/amps of fan motor(s)
Check and tighten all electrical connections.
Check all starters and contactors, replace as needed.
Check all safety controls.
Check and replace belts as needed.
Check sheaves for wear and replace as needed.

Task List for Annual Equipment Shutdown Inspection

Check and clean fan shroud and blade assembly.
Check/lubricate motor bearings.
Check and lubricate blower/fan bearings.
Check and lubricate couplings.
Check and lubricate gear boxes. Replace fluid as required.
Check and clean strainers and screens.
Check and clean distribution pans/spray nozzles.
Check and clean sump/fill.
Check and adjust float level.
Check sump/pipe heaters.
Check overall condition of unit.

Task List for Operational Inspection

Check volt/amps of fan motor(s)
Check and adjust belt tension.
Check sheaves and alignment for wear and replace as needed.
Check and adjust float level.
Check and clean strainers and screens.
Check and clean debris from unit.
Check distribution pans/spray nozzles.
Check blower/fan bearings.
Check motor bearings.
Check overall condition of unit.

Task List for Shutdown Inspection

Check volt/amps of fan motor(s)
Clean sump/fill a minimum of twice a year.
Check drain and makeup water piping.
Check and clean strainers and screens.
Check and clean debris from unit.
Check distribution pans/spray nozzles.
Check blower/fan bearings.
Check overall condition of unit.

Pumps

Task List for Maintenance Inspection

Check volt/amps of fan motor(s)
Check and tighten all electrical connections.
Check all starters and contactors, replace as needed.
Check all operating and safety controls.
Check/lubricate motor bearings.
Check/lubricate pump bearings.
Check pump and motor alignment.
Check coupling.
Check mechanical seals.
Check packing.
Check strainers.
Check hand valves.
Check gauges for accuracy.
Check suction and discharge pressures.
Check mounts/vibration pads.
Check overall condition of unit.

Task List Requirements for Operational Inspection

Check pump motor operation.
Check all starters and contactors, replace as needed.
Check pump motor amperage and record.
Check all operating and safety controls.
Check/lubricate motor bearings.
Check/lubricate pump bearings.
Check motor/pump alignment. Adjust as necessary.
Check coupling.
Check mechanical seals.
Check packing.
Check strainers.
Check hand valves.
Check gauges for accuracy.
Check suction and discharge pressures.
Check mounts/vibration pads.
Check overall condition of unit.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Boiler

Task List Requirements for Boilers

Check operation and calibration of gas train components.
Check/adjust igniter and flame rod assembly.
Check/clean pilot and burner orifices as required.
Check/clean combustion blower.
Check for water leaks.
Check burner operation sequence.
Check combustion efficiency.
Check operation/safety controls.
Check/tighten all electrical connections.
Check all starters and contactors, replace as needed.
Check/lubricate all motors and fan bearings.
Check safety relief valve.
Check gages for accuracy.
Check/adjust low water cutoff control.
Check/adjust water feed valve.
Check circulator pump operation.
Check expansion tank.
Check for unusual noise/vibration.

Task List Requirements for Operational Inspection

Check operation and calibration of gas train components.
Check/adjust igniter and flame rod assembly.
Check/clean pilot and burner orifices as required.
Check/clean combustion blower.
Check for water leaks.
Check burner operation sequence.
Check operation/safety controls.
Check all starters and contactors, replace as needed.
Check/lubricate all motors and fan bearings.
Check safety relief valve.
Check gages for accuracy.
Check/adjust low water cutoff control.
Check breaching and draft regulator.
Check circulator pump operation.
Check expansion tank.
Check for unusual noise/vibration

Judicial Center Central Energy Plant Equipment List

York Chiller # 1 – 345 Ton – Model #YSDCCBS3-CLC, Serial #SDGM960510
York Chiller # 2 – 700 Ton – Model #YKKPK2H9-CUG, with VFD
York Chiller # 4 – 800 Ton – Model # YKFBGBHT-CWF, with VFD

Aurora Chill Water Pump - Primary, 411-8X8– 20 HP (CHP # 4)
Aurora Chill Water Pump - Secondary, 411-4X5X11A, 30 HP (CWP # 4) with VFD
Aurora Chill Water Pump - Secondary, 411-4X5X11A, 30 HP (CWP # 5) with VFD
Aurora Condensing Water Pump 411-8X10X12 (CTP-# 3) 60 HP

Taco Chill Water Pump # 1 - 10 HP Primary Chill Water Pump
Taco Chill Water Pump # 2 - 20 HP Primary Chill Water Pump
Taco Chill Water Pump # 4 - 25 HP Secondary Chill Water Pump, with (VFD)
Taco Chill Water Pump, # 5 - 25 HP Secondary Chill Water Pump, with (VFD)
Taco Chill Water Pump, # 6 -25 HP Secondary Chill Water Pump, with (VFD)

Weir Condensing Water Pumps (3) – Type #11JKH

Variable Frequency Drives (2) for Secondary Chill Water Pumps
Graham Variable Frequency Drives (3), Model #VLT3500 for Secondary Chill Water Pumps

Evapco Cooling Tower - USS-29-024, Serial # 4-104372, (CT - 013)
Evapco Cooling Tower - USS-29-024, Serial # 4-104373, (CT- 014)
Marley Cooling Tower – Model #368-102, Serial #368-6-12477-77, (CT-007)
Marley Cooling Tower – Series #10, Serial #126419-368-102-98, (CT-008)

Quincy Air Compressor – Model #MQT5DT5HP, Serial #5066079

Chemical Treatment System for Plant Equipment

Sherlock (by Genesis International Inc.) Refrigerant Leak Detector – Model #402 and Sensors

Hankinson Air Dryer – Model #8025-115, Serial #0317-101-9904-195N

Central Office Complex Equipment List

Smardt Chiller # 1-120 Ton - Model # SA0540-2-4FV Serial # FF0010E212Q0414

Taco Chill Water Pump # 1 - 15 HP
Taco Chill Water Pump # 2 - 15 HP

Chill Water Pump Allen Bradley VFD # 1 -15HP Model # ACH550-CC-023A
Chill Water Pump Allen Bradley VFD # 2 -15HP Model # ACH550-CC-023A

Main Downtown Library Equipment List

McQuay Chiller # 1- 210 Ton - Model # AWS210ADPEVNN-ER10

Taco Chill Water Pump # 1 – 15 HP

Chill Water Pump Trane VFD # 1 -15 HP

Raypak Boiler # 1 - Model # H7-1505 Serial # 1105324837

Taco Hot Water Pump # 1 – 5 HP

Hot Water Pump Trane VFD # 1 – 5 HP

BID FORM
Specification Number PD 13-14.058
CENTRAL ENERGY PLANT CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 06-09-2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Central Energy Plant Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

M.C. Blanchard Judicial Center:

Total Bid to provide service **once** a month: $ 4,745.00/per month

Total Bid to provide service **twice** a month: $ 4,995.00/per month

Central Office Complex:

Total Bid to provide service **once** a month: $ 745.00/per month

Total Bid to provide service **twice** a month: $ 895.00/per month

West Florida Regional Library:

Total Bid to provide service **once** a month: $ 400.00/per month

Total Bid to provide service **twice** a month: $ 500.00/per month

Additive Alternate M.C. Blanchard Judicial Energy Plant Center:

Option #1:
Total Price for an additional Eddy current test for tube bundle, per request. $ 4,035

Additive Alternate Central Office Complex:

Option #2:
Total Price for an additional Eddy current test for tube bundle, per request. $ 720.00/

Additive Alternate West Florida Regional Library:

Option #3:
Total Price for an additional Eddy current test for tube bundle, per request. $ N/A

Evaluation of Options
The County shall evaluate offers for award purposes by adding the total price for all options. However, the evaluation of options will not obligate the County to exercise the option(s).

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number F06000005097

Bidder: Engineered Cooling Services, Inc.

Occupational License No. CMC39591

By: Ray Rodrieguez

EXHIBIT
B

BID TABULATION	DESCRIPTION: Central Energy Plant Contract IITB#: PD 13-14.058												
BID Opening Time: 3:00PM, CDT BID Opening Date: 6/11/14 Opening Location: Purchasing NAME OF BIDDERS	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	M.C. Blanchard Judicial Center		Central Office Complex		West Florida Regional Library		Option #1	Option #2	Option #3
Trane U.S., Inc.	Y	Y	Y	Y	Monthly $9255	Twice monthly $9980	Monthly $1130	Twice monthly $1396	Monthly $1240	Twice monthly $1506	$1550	$1550	NA
Engineered Cooling Services, Inc.	Y	Y	Y	Y	$4745	$4995	$745	$895	$400	$500	$4035	$720	NA
Comfort Systems S.E., Inc.	Non- Responsive												
Johnson Controls, Inc.	Non- Responsive												
BID S OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator DATE: June 11, 2014												
BIDS TABULATED BY:	Lori Kistler, Senior Office Support Assistant DATE: June 11, 2014												
BIDS WITNESSED BY:	Lori Kistler, Senior Office Support Assistant DATE: June 11, 2014												

PUBLIC NOTICE OF RECOMMENDED AWARD

CAR
DATE

BOCC
DATE

That the Board award a contract to Engineered Cooling Systems Inc,. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 6/12/14 @ 9:30am

JP/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6126 **County Administrator's Report 13. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: GPS-Automatic Vehicle Loading System, Options APS- PD 13-14.057
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the GPS-Automatic Vehicle Loading System Options APS, PD 13-14.057 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.057, for the GPS-Automatic Vehicle Loading Systems Options APS, and approve the Agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit, PD 13-14.057 between Escambia County and Doublemap, Inc., in the amount of $487,210.

[Funding: Fund 320, FTA-Capital Projects, Cost Center 320410, “2009 FTA FL90X701,” Object Code 56401 - $117,666; Fund 320, FTA-Capital Projects, Cost Center 320415, “2010 FTA FL90X728,” Object Code 56401 - $369,544]

BACKGROUND:

The Office of Purchasing advertised the solicitation May 5th, 2014. Three responses were received.

BUDGETARY IMPACT:

Funding: Fund 320, FTA-Capital Projects, Cost Center 320410 “2009 FTA FL90X701”, Object Code 56401 $117,666
Funding: Fund 320, FTA-Capital Projects, Cost Center 320415 “2010 FTA FL90X728”, Object Code 56401 $369,544

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement

Bid Tab Awarded

AGREEMENT FOR GPS AUTOMATIC VEHICLE LOADING SYSTEM OPTIONS APS FOR ESCAMBIA COUNTY AREA TRANSIT PD 13-14.057

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Doublemap, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 46-3658717, and whose principal address is 748 East Bates Street, Suite 300W, Indianapolis, Indiana 46202.

WITNESSETH:

WHEREAS, on May 5, 2014, the County issued an Invitation to Bidders (PD 13-14.057) seeking a contractor to provide a GPS automatic vehicle location system for Escambia County Area Transit (ECAT) vehicles; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of two (2) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Invitation to Bidders for GPS-Automatic Vehicle Locating System, Specification No. P.D. 13-14.057, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid, dated May 13, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

9. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. 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: DoubleMap, Inc.
Attention: Ilya Rekhter
748 East Bates Street, Suite 300W
Indianapolis, IN 46202

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
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.

12 Governing Law. 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.

13. Public Records. 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. In the event the Contractor 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 Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the Federal Transit Administration's Federally Required and Other Model Clauses.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____

Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/4/14

CONTRACTOR:

CONTRACTOR: DOUBLEMAP, INC., a foreign for-profit corporation authorized to conduct business in the State of Florida

_____

By: Ilya Rekhter, CEO

Date: _____

ATTEST:

By: _____
Corporate Secretary

(SEAL)

ATTACHMENT A

Escambia County Area Transit (ECAT)

Invitation for Bid

GPS – Automatic Vehicle Locating System Options APS

SPECIFICATIONS/SCOPE OF WORK

I. PURPOSE

Escambia County Area Transit (ECAT) is soliciting bids from qualified vendors to supply and implement a real-time, web-based GPS Automatic Vehicle Locating system for the transit fleet.

II. REQUIREMENTS

A. Bid submittals shall include:

1. Qualifications: The / Vendor qualification information shall include:

a. A brief history of the firm including organization structure, professional resumes stating qualifications of the firm to provide the services described herein. Include number of years in business, number of employees, and location of office or offices, names of principals or employees who will complete the service and their resumes and qualifications. Include qualifications/resumes of personnel assigned to perform the work.

b. References from customers, clients or owners for whom you have delivered similar services. Please provide addresses, phone numbers and individual contacts for each reference.

B. Project Approach: Describe project approach including deliverables, meetings, estimated milestone completion schedule and other project related information. Describe any potential project issues/conflicts and suggest how they may be avoided/minimized.

C. Description of the proposed product and services including the following:

1. Detailed system description including software, hardware, installation procedures, communication method and ongoing support

2. Vendor recommended options

3. Cost proposal itemizing costs for system, annual support and maintenance, training (including travel and expenses) and any other required elements.

D. All questions shall be submitted in writing only, to

Herold Humphrey, General Manager
Escambia County Area Transit (ECAT)
1515 W Fairfield Drive
Pensacola, FL 32507
e-mail: hhumphrey@co.escambia.fl.us
(T) 850.595.3228 ext 214
(F) 850.595.3222

EXHIBIT
A

An addendum with responses to questions and requests for clarifications shall be issued to all planholders of record no later than 3:00 PM, May 20, 2014. Contractors are cautioned not to contact ECAT staff regarding this project. Failure to comply with this requirement may result in disqualification.

Background information:

The Pensacola area has seen the importance of offering public transportation for more than 100 years. In fact, the first public transportation services offered in Pensacola date back to 1884. The system has experienced significant growth since Escambia County's early days of mule drawn cars on a 3.5-mile system. ECAT currently has 1,500+ bus stops covering 285 miles of routes with a record 1.6 million annual passenger trips. Escambia County Area Transit (ECAT) has provided citizens with safe, convenient and affordable transportation throughout the Pensacola area. The ECAT system currently provides service through the fixed-route bus, seasonal Pensacola Beach trolley, University of West Florida (UWF) on-campus trolley and provides ADA paratransit transportation.

Specifications and scope of work

Background Information

The fleet inventory of all transit buses is as follows

	MAKE	Model	Length
Escambia	1996	Gillig	31'
Escambia	1996	Gillig	31'
Escambia	1996	Gillig	31'
Escambia	1998	Gillig	31'
Escambia	1998	Gillig	31'
Escambia	1998	Gillig	31'
Escambia	1999	Gillig	31'
Escambia	1999	Gillig	31'
Escambia	1999	Gillig	31'
Escambia	1999	Gillig	31'
Escambia	1999	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2006	Gillig	31'
Escambia	2007	Gillig	31'
Escambia	2007	Gillig	31'
Escambia	2007	Gillig	31'
Escambia	2007	Gillig	31'
Escambia	2007	Gillig	31'

Escambia	2007	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2010	Gillig	31'
Escambia	2009	GMC	31'
Escambia	2009	GMC	31'
Escambia	2014	El Dorado	31'
Escambia	2014	El Dorado	31'
Escambia	2014	El Dorado	31'
Escambia	2014	El Dorado	31'
Escambia	2014	International	29'
Escambia	2014	International	29'
Escambia	2014	International	29'
Escambia	2014	International	29'
Escambia	2014	International	29'
Escambia	2014	International	29'
Escambia	2014	International	29'

This project is funded by FTA grant dollars.

General

To improve the quality of transit service, Escambia County Area Transit (ECAT) is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. This system must provide route and vehicle information in real-time via a web interface to passengers, the dispatcher, and managerial personnel. The primary purpose of the system is to facilitate daily ECAT fixed-route service, and must be equipped with reporting capabilities to accurately data stream operational service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This is essential for the completion of performance criteria, the analysis of daily operations, and long term program planning and analysis. The Vehicle Tracking System shall include the functionality for hardware/software components to be installed in up to 46 vehicles.

CORE SPECIFICATIONS (PART 1)

1. Vehicle Tracking Software shall include and/or utilize;

a. GPS, vehicle location and mapping software;

b. Bus locations enroute, real-time with visual mapping displays;

c. Information posted on Graphical User Interface (GUI) map on a public website, viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.)

d. Ability for users to subscribe to a bus arrival notification service, with the option to select single or multiple routes and/or bus stops; trip planning through the system website

e. Vehicle location reported via automatic vehicle location device (AVL) installed on each vehicle, transmitted to an internet server and with delay time of less than 60 seconds. Indicate the average transmission rate for the proposed system.

2. Vehicle Location Data shall include;

a. GUI real-time automatic vehicle location data display;

b. Map display shall clearly show Vehicle ID, Route, Direction, and Location. Further layer will indicate Run, Trip, Date/Time, and Speed.

c. Explanation of existing maps, software mapping components and how they work with other components of the system.

d. Screen shots of display windows utilized by dispatch and/or the passenger describing key features, attributes, and information available within the mapping component.

e. Description of all traveler supported components, include the features within each component as well as software and hardware required for implementation.

3. Maps shall include;

a. Integrated maps with detailed maps of Escambia County, City of Pensacola and surrounding cities inside of Escambia County, the streets and buildings, local and regional areas, and major landmarks.

b. Standard map display features (zoom in/out, panning, etc.), automatic refresh feature and "upon-demand" refresh feature of map views by the dispatcher.

c. The geo-spatial object management shall have the capability to trace routes, place stops and landmarks on the map for dispatchers and the general public to see.

d. The mapping component shall also include a navigational request.

4. Route Management shall include;

a. Tools to effectively manage the route by the dispatcher and determination of the location of any vehicle in service.

b. Provide dispatcher necessary real-time information to manage vehicle fleets on fixed shuttle routes, in the yard, or on special on-demand events.

c. Display time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop).

d. GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on off-route or off-schedule vehicles.

e. Estimate bus arrival times at designated stops based on the average speed of the bus and traffic impacts or through another methodology.

f. Incorporate route names into the tracking system.

Provide detailed explanations of route management components and how they work with other components of the system. Screen shots of applicable windows shall be provided describing key features, attributes, and the information available within the management and dispatch display components.

5. Customer Interfaces shall include;

a. Bus location information displayed on a map available on the web.

b. For each bus, display route, time at last stop or last time point, minutes late/early, next scheduled bus arrival time and predicted time of next arrival.

c. Describe other information distribution interfaces that are available, such as stop-based electronic displays, text/SMS messaging, SmartPhone applications, etc.

d. Multiple interfaces will be an important benefit. Implementation of these additional interfaces will be based on affordability of ongoing costs.

6. Access to all real-time and archived vehicle location data must be available to third party applications for external development purposes. Proposal shall indicate which method would be used (XML, RSS, JSON, SQL, etc.).

CORE SPECIFICATIONS (PART 2)

As a 2nd Phase of the core system, a driver scheduling and computer aided dispatching module is requested. This component may or may not be purchased with the core system. However, it is important that this functionality be available as part of the full system being proposed, as it will be implemented in the system in the future.

1. Driver Scheduling Requirements;

The Vehicle Tracking System shall include an integrated Driver Scheduling and Dispatching component and/or additional software which can be integrated with the Vehicle Tracking System.

a. The Driver Scheduling shall allow for the creation of a master schedule based on a shift-picking process. Shift-picking occurs for each schedule change, which occurs 4 times each year.

b. Driver shifts consist of 1:20 segments of each route. The interface shall provide an automated means of associating the driver assigned to each column at each time of the day for each day of the week. This information is currently semi-automated and available in Excel file format.

c. The scheduling component must allow the user to enter scheduling changes that cascade through the schedule and tally hours for that driver/pay period, and reflect tenth-hour increments for driver start/stop times.

d. The Driver schedule view shall offer options to view previous schedules and advance scheduling.

2. Dispatching Requirements;

a. The proposed system shall include a capability for dispatchers to track driver and route dispatching in real time.

b. It shall, at a minimum, provide visual and audio alerts of drivers who have not reported for duty by an ECAT determined time before their report time.

c. Permit dispatchers to easily assign a protection driver to a run.

d. Provide reports at the end of each day as to how the service on the date was actually operated (for input into the payroll system).

e. Permit the splitting of runs to more than one driver in the event that a driver is unable to complete his/her assigned run.

Provide detailed explanation of driver scheduling and dispatching components and how they work with other components of the system. Specifically, the bid shall describe how schedule data is entered into the system, and the process used to download information into the necessary components on the vehicle. Provide screen shots of scheduling and dispatching windows along with description of key features, attributes, and information available within the component

OPTION 1:

1. Automatic Passenger Counter Requirements;

The Vehicle Tracking system shall include a compatible Automatic Passenger Counting (APC) module with full logic to count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop. Passenger counting shall only be performed when the door is open. It is preferred that the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop. Specific features of the APC component include;

a. Capture and store passenger count data.

b. Capability to create reports generated from passenger count information, to include;

i. Peak service periods (PSP) based on passenger counts (loading and unloading) by each specific bus stop, route, and PSP within incremental hourly ranges.

ii. Passengers on and off at specified stops, times, or stated time periods.

iii. Ridership counts by route, trip, or stated time periods.

c. Verification of proper operation of count sensors and problem diagnostics.

d. Sensors shall be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or departing from the bus.

e. Sensors must be discrete components that transmit passenger count information to the dispatch center in real-time.

f. Sensors shall be electro-optical devices (i.e., infra-red) and not require physical contact with the passengers being counted.

g. Sensors shall be capable of operating within a transit environment and proper alignment shall not be susceptible to normal vibrations found on a bus.

Clearly describe how passenger count data is obtained and stored as well as the equipment and hardware required for storage and transmission to central dispatch. Additionally, describe the reports available from the passenger count data, and provide sample reports.

Option 2-LED and LCD Signage;

a. It is preferred that the Vehicle Tracking system include integrated text-only LED signage to display arrival predictions on bus routes. The LED signs must be fully integrated with the Vehicle Tracking system and placed either outdoors or indoors at bus stops, kiosks, or in major campus buildings. Signs placed outdoors must be weatherproofed and sunlight readable.

b. Describe the communications infrastructure requirements (e.g. wireless cellular data communications). Also describe the sizes of the signs, power requirements, pre-set timing options, and display options. Provide sample views of LED signs.

Option 3-Automated bus stop announcements;

AVL system shall include the capability of making automated bus stop announcements in keeping with the requirements of the Americans with Disabilities Act (ADA). This capability is to be installed on all buses. It shall be capable of making both interior and exterior announcements as required by the ADA. Exterior announcements shall be able to be "silenced"ll by time of day on a system wide basis. System shall interact with the Luminator™ systems that are currently installed on the buses.

F. TECHNICAL SPECIFICATIONS:

1. Data & Infrastructure;

a. Recommend a data network that will provide real time vehicle location data for a minimum of 46 vehicles in total of which up to 40 can be operating at the same time.

b. The system must be capable of accommodating approximately 90 employees (each with a unique four-digit employee number) and a reasonable number of additional employees due to expansion.

c. The data network must utilize in real-time with a built-in resolution for 'dead-zones'.

d. Define the specifications for the data communications protocols and the time delays that will occur between capture of GPS coordinates and data transmission to the map views.

e. State the maximum number of vehicles that can be supported by the data communications being proposed.

f. Describe in detail the means for monitoring the status of communications between each vehicle and the central dispatch center.

g. Clearly identify all equipment necessary to transmit data between vehicles and the dispatch center.

h. Identify how proposed data network will resolve for potential interference restrictions (i.e., dead-zones).

i. Describe in detail all hardware, software, wiring, and interconnections necessary, to include pricing, for automatically transferring data between vehicles and central dispatch and posting data to graphical user interface (GUI) map views.

2. Hosted Requirements;

a. Minimum and recommended hardware requirements for servers, work stations, and software necessary to operate the system(s) must be specified. ECAT reserves the option to acquire all non-proprietary hardware and software meeting the supplied requirements.

b. Application must support Active Directory, IIS, and Windows 2003 or higher in a multi- server clustered and load-balanced configuration. Also, a virtual server implementation should be supported.

c. Specify any network configuration and security requirements necessary to operate the system(s). Provide network and interface diagrams showing the relationship between servers, workstations, other devices, and the internet.

d. System shall utilize a robust database engine. MS SQL 2008 R2 x64 is currently supported by the systems IT staff and is the preferred platform. All data collected shall be backed up so that no data is lost.

e. The end user and administrative software shall have a graphical user interface run on standard Microsoft Windows 7 Professional. 32/64 bit versions workstations on a multi-user local area network or via the internet. The system shall be Web based and accessible from any desktop within the ECAT system. A non-java dependent interface is preferred. A description of any desktop installation requirements including drivers, java, components, etc., must be provided.

f. Database must be thoroughly documented to facilitate data import/exports and ad hoc query and reporting. Documentation should include a detailed data dictionary, Entity Relationship diagrams, and Data Flow diagrams. Application should support Active Directory, IIS, and Windows 2003 or higher in a multi-server clustered and load-balanced configuration. Also, a virtual server implementation must be supported.

g. Must be compatible with third party reporting tools such as Crystal Reports. Indicate which 3rd party reporting tools are compatible with the database.

h. The system must have the capacity to both import and export data on a regular and automated basis either through Contractor API or defined database access protocol.

i. A description of the security features of the application should be provided. This includes anti-intrusion measures at the client, business object and database levels, auditing and logging features, and user management controls. In addition, it is desirable for user logon and access rights to be integrated with Active Directory.

3. Software and Hardware Requirements

ECAT will consider an Application Service Provider (ASP) solution, whereby the ASP will manage and distribute information from a central data center. Bidder to respond to the requirements below for hosted software applications;

a. Bidder to assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Bidder must work directly with hardware provider to provide a smooth and seamless data transmission between communications devices and software applications.

b. A system solution that uses proven open technology, with minimal operational impacts to passengers, vehicle operators, and dispatchers, and a system which requires minimal system customization. Any new or customized software requiring further development shall be indicated in the proposal. ECAT must approve the design and functionality of any new or customized software prior to development.

c. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well-established and reputable manufacturers. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement or expansion/upgrades.

d. The Contractor must certify that the proposed equipment is designed for and suitable for ECAT's intended purpose of demand-response and fixed route services, which require long-life and high reliability under adverse conditions.

e. All electronic equipment should be solid-state design, and all equipment housings should be waterproof and dust-proof.

f. All bidder-provided on-board equipment should operate properly under the environmental conditions encountered on board the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, and vibration.

g. Proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

4. Warranty and Maintenance

All components of the Vehicle Tracking System should include a standard/limited warranty that begins once the system is accepted by ECAT. Provide a copy of the 2 (two) year warranty and maintenance terms in the bid. Specify the following;

a. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.

b. The services provided (what are the turnaround times for hardware repairs, etc.)

c. Toll free technical support number provided during the hours of 8:00 a.m. to 5:00 p.m. MSDT Monday through Friday. Include information on evening and weekend support hours and services.

Notification shall be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption. Up-time should be 99.9%.

ECAT retains the right to negotiate purchase/warranty terms where appropriate. ECAT also has the option of accepting or rejecting an extended warranty/maintenance agreement. State in the bid any extended warranty/maintenance agreements that are available for the proposed equipment. Include annual software and hardware maintenance escalation percentages. Additionally, bidder should include descriptions of how new versions/upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

G. Training

The selected bidder shall provide training and support to include the following:

1. Toll free telephone support Monday through Friday during the hours 8:00 am to 5:00 PM Mountain Time. Include information on evening and weekend support hours and services

2. On-site system implementation and support. Indicate number of hours included.

3. Identify the number of hours of training for equipment installation and system functions for ECAT staff including dispatchers, supervisors and drivers.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Bidder shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

Escambia County reserves the right to reject any or all bids, to waive informalities or irregularities, in the bids received, and to reject non-conforming, non-responsive, conditional or qualified bids, and to accept the bid, in whole or in part, which, in the County's judgment, best serves the interest of Escambia County and its citizens.

BID FORM
Specification Number PD 13-14.057
GPS – Automatic Vehicle Locating System Options APS

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 5/13/2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for GPS – Automatic Vehicle Locating System Options APS as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price including software, hardware, installation; two year warranty for all systems including core system 1, core system 2, option 1, option 2, and option 3.

TOTAL	$ 487,210.00
Alternate 1 – AUTOMATIC PASSENGER COUNTER	$ 133,300.00
Alternate 2 – LED & LCD SIGNAGE	$ 3,900.00
Alternate 3 – AUTOMATED BUS ENUNCIATOR	$ 109,800.00
Core System	$ 240,210.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 5/14/14 Addendum No.____ Date____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

ORIGINAL

State of Florida Department of State Certificate of Authority Document Number____

Occupational License No.____

Florida DBPR Contractor's License, Certification and/or Registration No.____

Type of Contractor's License, Certification and/or Registration____

Expiration Date:____

Terms of Payment
(Check one) Net 30 Days ✓ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes___ No ✓.

Will your company accept Escambia County Direct Payment Vouchers? Yes___ No ✓.

County Permits/Fees required for this project:

Permit	Cost
NA	

Bidder: DOUBLEMAP, INC.

By: ILYA REKHTER

Signature:

Title: CEO

Address: 748 E. BATES ST, STE 300W
INDIANAPOLIS, IN 46202

Person to contact concerning this bid:
MATT DELLEN
Phone/Toll Free/Fax # 855-463-6655 x701

E-Mail Address: MATT@DOUBLEMAP.COM
Home Page Address: WWW.DOUBLEMAP.COM

Person to contact for emergency service:
REID YOUNG
Phone/Cell/Pager #: 317-324-8883

Person to contact for disaster service:
REID YOUNG
Home Address:

Home Phone/Cell/Pager #: 317-324-8883

EXHIBIT
B

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: GPS-Automatic Vehicle Loading Systems Option APS BID # PD 13-14.057										
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 05/20/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Sol. Offer and Award Form	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Exhibit A Signed Federal Forms	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Acknowledgement of Addenda 1	Total	Alternate 1	Alternate 2	Alternate 3
Route Match Software	**NON-RESPONSIVE**										
Doublemap,Inc.	Y	Y	Y	Y	Y	Y	Y	$487,210	$133,300	$3,900	$109,800
Indra USA, Inc.	Y	Y	Y	Y	Y	Y	Y	$499,533.70	$145,205.46	$3,677.92	$17,278.74
BIDS OPENED BY:	Joe Pillitary, Purchasing Manager DATE: 05/20/2014										
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 05/20/2014										
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 05/20/2014										

BOCC DATE **6/26/2014** **CAR DATE** **6/26/2014**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Doublemap, Inc. in the amount of $487,210.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 6/6/2014 11:45a.m. CDT

JFP/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6329 **County Administrator's Report 13. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Employment Assistance Program Services PD 13-14.019
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Employee Assistance Program Services, PD 13-14.019 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Employee Assistance Program Services, PD 13-14.019, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of $7,000, for a period of 12 months, with an option to extend for two additional 12-month periods, with an effective date of August 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101]

BACKGROUND:

The Employee Assistance Program contract has been in place for a number of years and the expectations and requirements for these services have evolved over the years. Based on the needs of our employees and the services that will be provided, this Contract will keep the County current in the area of ongoing employee assistance benefits.

BUDGETARY IMPACT:

Funding: Fund 501 Employee Assistance Program, Cost Center 150106, Object Code 53101]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement
Register of Proposers

AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES PD 13-14.019

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Behavioral Health Systems, Inc. (hereinafter referred to as "Consultant"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 631007625 and whose principal address is 2 Metroplex Drive, Suite 500, Birmingham, AL 35209.

WITNESSETH:

WHEREAS, on February 18, 2014, the County issued a Request for Proposals (PD 13-14.019) seeking the services of an employee assistance program (EAP) provider; and

WHEREAS, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a firm with the requisite expertise in the area of EAP services; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. The County may unilaterally exercise the option to renew this agreement for two additional one (1) year periods, up to a maximum of three (3) years from the date of commencement, upon providing written notice to the Contractor no later than sixty (60) days prior to the expiration of any one (1) year period.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed a period of forty-two (42) months.

3. Scope of Services. Consultant agrees to provide EAP services in accordance with the scope of services outlined in Escambia County's RFP Specification No. P.D. 13-14.019, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced in Section 3 above, County shall pay Consultant a fee of $1.25 per employee per month, in accordance with the Capitated Proposal and Cost Summary, provided as part of the Consultant's Response, attached hereto as Exhibit "B".

5. Method of Billing. Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Consultant. This Agreement may be terminated for cause by the Consultant upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Consultant shall be paid for services performed through the date of termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability, and expenses arising from or relating to any wrongful act or omission of Consultant in the performance of this Agreement, whether or not the same constitutes a breach of this Agreement, including but not limited to those acts or omissions which are considered unlawful under applicable laws and any act or omission relating to Consultant's failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

Consultant agrees that such indemnification by the Consultant 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 Consultant'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.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, 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, as required by state law, 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) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
(f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.
(g) Consultant shall ensure that participating providers maintain satisfactory levels of professional liability insurance consistent with the profession and in minimum amounts of $1,000,000 per incident and $3,000,000 aggregate.

10. Notice. 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: Behavioral Health Systems, Inc.
Attention: Deborah Stephens
2 Metroplex Drive, Suite 500
Birmingham, AL 35209

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.

11. Governing Law. 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.

12. Public Records. The Consultant 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; provided, however, that such disclosure shall not include any covered person's protected health information pursuant to applicable state and federal laws and regulations. In the event the Consultant 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 Consultant and it surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/3/14

CONSULTANT:

BEHAVIORAL HEALTH SYSTEMS, INC.,
a for profit corporation authorized to conduct business in the State of Florida

By: _____
Deborah Stephens, President

Date: _____

ATTEST: CORPORATE SECRETARY

By: _____
Secretary

(SEAL)

EXHIBIT A
SPECIFICATIONS
EMPLOYEE ASSISTANCE PROGRAM

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

I. OBJECTIVE

A. Provide employees with an understanding of the effect which personal problems may have on job performance, and

B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and

C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

II. DESCRIPTION

A. Eligibility

(1) Individuals who are employed by the Appointing Authorities and Agencies of Escambia County are eligible for services of the Employee Assistance Program.

(2) Family members of the above employees are eligible for services of the Employee Assistance Program.

(3) Employees and family members are eligible for up to three (3) sessions within a calendar year with a Counselor.

(4) These sessions are at no cost to the employee or family member.

B. Initial Evaluation

(1) The initial evaluation shall be made available to employees within 48 hours of the request.

(2) Employees in extreme crisis (harmful to self or others) will be seen by a counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.

(3) Employees shall have access to a local telephone number that shall be answered during the Vendor's regular office hours.

(4) Employees shall have access to a toll-free, 24-hour seven days a week Help Line staffed with counselors to assist them.

C. Assessment

(1) The Counselor will gather client demographic data, as well as obtain psychological, social and work history, as appropriate.

(2) The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:

a. If the problem focuses on a single issue, or if the employee is reasonable in control of his/her situation the Counselor may determine that short-term counseling is required.

b. If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.

c. When making a referral to an outside source factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.

D. Location

(1) A facility that is conveniently located in Escambia County.

(2) A facility that provides the confidentiality of appointments.

E. Referrals

(1) Self-referral:

The employee or a family member can request the services of the EAP for personal problems related to financial or legal difficulties, family strife, and the ability to deal with stress, or other such factors may cause them to have psychological, emotional, medical, or substance (drug and alcohol) abuse problems.

(2) Management referrals:

When an employee's problems interfere with his/her job performance, the supervisor may refer the employee to EAP to solve the problem.
Performance issues include, but are not limited to, absenteeism, tardiness, on-the-job accidents, disruptive behavior and/or a significant documented reduction in quality or quantity of work.

(3) Employees shall be referred to the EAP as a condition of employment in accordance with the County's Substance Abuse Policy.

(4) A written return-to-work notification is required within 24 hours of their release from the program for employees who test positive for drug and/or alcohol in

accordance with the County's Substance Abuse Policy and those referred by management.

(5) If necessary, the supervisor or Human Resources will make an appointment with the Counselor for the employee.

(6) No details regarding the personal problem will be disclosed to the supervisor.

(7) The Counselor shall notify the employer within 24 hours if the employee fails to report for an appointment resulting from testing positive to drugs and/or alcohol or a management referral.

F. Follow-up

(1) Employees who have used the services of the EAP will be contacted after one month following their last EAP visit to ensure that they have followed through with the recommendations. This contact will be made by a telephone or a personal visit with the Counselor.

(2) Employees who have used the services of the EAP will be contacted after six (6) months following their last EAP visit to insure that they have followed through with the recommendations. This contact will be made by a telephone call or by letter, as appropriate.

G. EAP Information and Training

(1) Information about the Employee Assistance Program shall be made available within 30 days of the award of the contract to acquaint employees of the available services as part of the provided services.

(2) Informational materials (e.g., website, brochures, newsletters, posters, wallet-sized cards, etc.) regarding the available services will be made available to all employees as part of the provided services.

(3) Annual training will be conducted for managers and supervisors. This training will address the supervisor's role in the EAP, how the EAP services work, how to identify troubled employees and how to make referrals to the program. This training part of the provided services.

(4) In the event of a catastrophic event or employee death, on-site assistance/training/counseling may be required within 24 hours notice.

H. Client Records and Confidentiality

(1) The Provider of this specification agrees that its employees, agents and independent contractors are legally bound to the confidentiality requirements of federal, state and local regulations, laws, rules, etc.

I. Reporting Requirements

(1) Non-identifiable statistical information will be provided to the County on a quarterly basis. This information shall include, but not be limited to: the total number of persons evaluated (employees, spouses and dependents), the number of

self-referrals, the number of administrative referrals, disposition of referrals, the number of active cases, and the number of closed cases.

(2) The County may request an annual meeting to discuss and evaluate the program.

III. EMPLOYEE ASSISTANCE PROGRAM QUALIFICATIONS

A. Background of Management and Counselors

The Provider will be authorized and licensed to do business in the State of Florida; with acceptable financial strength and staff to enable them to provide the desired level of service.

B. Organizational Structure

The Provider will furnish an organizational structure showing the line of authority within the organization.

C. References

References may be furnished to demonstrate that the Provider can provide service to a group of this size.

IV. DELIVERABLES

EAP services for the employee

1. Provide an EAP Counselor or immediately upon initial telephone call which could be 24 hours/day, 7 days a week.

2. Provide a local telephone number which shall be answered during normal business hours (8:00 am to 5:00 pm CST)

3. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.

4. Provide a toll-free telephone number which shall be answered 24 hours/day, 7 days a week. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.

5. The EAP Counselor or an appointment scheduler shall provide an initial, brief assessment with the employee with instructions for the initial face-to-face visit.

6. The EAP Counselor shall assist the employee with referrals for long-term or specialized care based on assessed employee need.

7. Provide the employee and family members with three sessions per calendar year.

8. Provide/coordinate services that are covered by the County's benefits plans that will cover medical/behavior problems, including but limited to alcoholism, drug abuse, and mental/emotional disorder.

EAP services for the County

1. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.

2. Provide onsite orientation for approximately 1200 employees. Sessions shall be conducted at County facilities with various dates, times and locations. Sessions shall be conducted within the first six months of the contract. All training materials shall be included in this request.

3. Provide positive drug test appointments for employees within five (5) business days of initial request.

4. Provide management referred appointments within 48 hours of initial request

5. Provide a website for employees to access information about the company.

6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, time and locations. Sessions shall be conducted within the first six months of the contract; and annually thereafter. This training shall cover topics such as performance-based identification of troubled employees, the EAP management referral process, return-to-work conferences and consultation with the EAP. All training materials shall be included in this request.

7. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.

8. Provide a variety of printed materials such as posters, wallet cards, online services, etc., to maximize awareness in the workplace and promote easy access to EAP services and support.

9. Provide quarterly utilization reports to the Human Resources Department. Reports should reflect number of employees using the services, number of family members using the services, type of visits being referred for, self-referrals, management referrals, number of open cases, number of closed cases.

10. Schedule an annual meeting with Human Resources to discuss contract performance.

11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of County policy.

12. Provide licensed professional EAP Counselors to deliver services. This includes the background of counselors, i.e. education, credentials, years of experience, etc.

13. Provide policies that clearly define how employee personal information will be used, stored and protected.

BEHAVIORAL HEALTH SYSTEMS, INC.

Employee Assistance Program
Capitated Proposal & Cost Summary

for

Escambia County, Florida

Three (3) EAP Sessions	**Per Employee Per Month Cost**
	$1.25

The following services are included in the above projection:

- Outpatient Treatment at the Appropriate Level of Care (Master's Level and Psychologists Included)
- Freedom of Choice in Provider Selection – BHS' Network Includes More than 300 Providers in a 65 Mile Radius of Escambia County
- Two (2) Days of Onsite Orientation Sessions
- Two (2) Days of Annual Trainings for County Management Team
- Onsite Meeting to Discuss the Annual EAP Cost and Utilization Report
- Quarterly Utilization Reports Provided Electronically
- Wallet Cards Provided (1 per employee)
- Monthly BHS E-Newsletter Distributed to all Locations
- Annual Printed EAP Posters (Mailed to Each Location Specified)
- Access to BHS Online Portal for Benefit Materials (password provided)
- Telephonic Management Consultations
- Access to Online Work/Life Resource through www.behavioralhealthsystems.com (see attached flyer)
- Management Referrals, DOT-required Substance Abuse Evaluations and Return-to-Work Status Reports Will be Provided at BHS' Standard Fee-For-Service Fee Schedule (not included in the capitated amount above)

Note: Projected costs are based on 1,200 covered employees.

BHS

EXHIBIT
B

REGISTER OF PROPOSERS

PROPOSERS	**Project:** Employment Assistance Program (EAP) Services **Specification Number:** PD 13-14.019 **RFP Due Date &Time:** March 11, 2014 by 3:00 p.m. CDT			
COMPANY NAME	**ADDRESS**	**PHONE NUMBER**	**FAX NUMBER**	**CONTACT PERSON**
Behavioral Health Systems Inc	Two Metroplex Drive – Suite 500 Birmingham AL 35209	205-879-1150 800-245-1150	205-879-1178	Deborah L. Stephens Chairman & CEO
New Directions Behavioral Health LLC	8140 Ward Parkway – Suite 500 Kansas City MO 64114	816-994-1408 800-450-8706	816-237-2368	Griff Docking Sr VP & CMO
Harris, Rothenberg International Inc dba Humana EAP and Work-Life Services	100 William Street – 10th Floor New York NY 10038	800-441-7509	855-659-7964	Christopher J Nicholson VP
SUBMITTALS OPENED BY:	Joe Pillitary, Purchasing Coordinator	DATE: March 11, 2014		
SUBMITTALS NOTED BY:	Angie Holbrook, SOSA	DATE: March 11, 2014		
SUBMITTALS WITNESSED BY:	Angie Holbrook, SOSA	DATE: March 11, 2014		

JP/abh

Posted: March 12, 2014 @ 9:30 a.m., CDT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6250 **County Administrator's Report 13. 28.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Contract Award for Professional Services to Provide Title V Compliance Reporting for the Perdidio Landfill
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, PD 13-14.038 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), per the terms and conditions of PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of $102,400.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

Request for Letters of Interest, PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, were publicly noticed on Monday, March 10, 2014 to 266 known firms. Responses were received
from 5 firms on Wednesday, March 26, 2014. Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) was selected based on their qualifications in accordance with the Consultants Competitive Negotiations Act, CCNA.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101

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 Ordinance 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

Agreement

Exhibits

Scope of Work

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)

PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of June, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Boulevard, Suite 31-A, Pensacola, Florida 32503, and whose Federal tax identification number is 54-0913440 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Brent Schneider, Engineering & Environmental Quality Manager, Solid Waste Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 13-14 in the amount of One Hundred Two Thousand Four Hundred Dollars ($102,400.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, and as represented in the Consultant's Letter of Interest response to PD 13-14.038, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Two Thousand Four Hundred Dollars ($102,400.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(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, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant 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 Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant'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, §§ 218.70, et seq., as amended.

5.5 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, notices, payment, 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 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) Payments and Notices to the Consultant shall be made to:

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)
3298 Summit Boulevard, Suite 31-A
Pensacola, Florida 32503

(d) Invoices to the County shall be sent to:

Brent Schneider
Engineering & Environmental
Quality Manager
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Notices to the County shall be sent to:

~~Larry M. Newsom~~ Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a 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.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to 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 rules, laws, regulations, and 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 Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant 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 as to personnel hours charged to this engagement and any expenses for which the Consultant 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 Consultant 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 Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant 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.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, 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, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant 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 Consultant'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.

9.8 INSURANCE: The Consultant 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 coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(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) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. 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.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 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.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant 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. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant 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 Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant 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 Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant 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 Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: 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.

9.16 GOVERNING LAW: 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.

9.17 INTERPRETATION: 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 Consultant 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 Consultant 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.

9.18 SEVERABILITY: 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 or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant 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 Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of 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.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant 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 County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), signing by and through its Raymond J. Dever, P.E. BCEE, Vice 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: _____
~~Larry M. Newsom, Interim~~ County Administrator
Jack R. Brown

_____
Witness

Date: _____

_____
Witness

BCC Approved: June 26, 2014

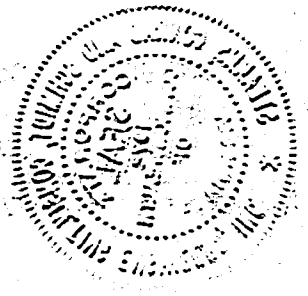
CONSULTANT:
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Assistant Secretary

By: _____
Raymond J. Dever, P.E. BCEE, Vice President

Date: 5/29/14



Environmental Consultants
and Contractors

Exhibit "A"
3298 Summit Boulevard
Suite 31-A
Pensacola, FL 32503

850 432-6211
FAX 850 432-6220
www.scsengineers.com

SCS ENGINEERS

File No. 090151214
May 21, 2014

ELECTRONIC SUBMITTAL

Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Escambia County
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

Subject: Scope of Work
Professional Services to Provide Title V Compliance Reporting
for the Perdido Landfill
Solicitation Identification Number PD 13-14.038

Dear Mr. Nobles:

In accordance with our April 16, 2014 project scope review meeting, SCS has prepared the following project tasks.

PROJECT APPROACH

SCS understands the complexity of this project and recognizes the interdependency of the landfill-gas-to-energy facility, landfill operations, and Title V regulatory compliance. The following provides SCS's technical approach to supporting Escambia County (County) in daily achievement of maximizing gas flow and quality to the LFGTE, minimizing impact to ongoing land filling operations, and operating the Gas Collection and Control System (GCCS) to achieve these goals while maintaining the operational and reporting requirements of Title V-NSPS.

Task 1 – GCCS Standard Operating Procedures

Field execution of GCCS monitoring and maintenance requires coordination and communication between all stakeholders. As the available landfill airspace is reduced, active landfilling operations will most likely necessitate increased GCCS maintenance such as extending well casings and replacement of headers and laterals that may become damaged through ongoing landfilling activities. These expected conditions and the need to minimize interruption of gas flow and quality to the LFGTE plant, while maintaining Title V monitoring and compliance, necessitate the need for close communication and coordination of all parties.

With input from all project stakeholders, communication and reporting responsibilities will be formalized through development of a GCCS Standard Operating Procedures document. This

document will outline the goals and objects of the LFGTE facility, the LFGTE and GCCS operations contractor, County landfill operations, and Title V monitoring, compliance and reporting requirements. SCS's role in this project will be to foster open communication of all parties, facilitate GCCS maintenance and system expansions to meet the Title V requirements.

Task 2 – Start-up, Shutdown, and Malfunction Plan Update

The Start-up, Shutdown, and Malfunction Plan (SSMP) is currently in use by the County to establish procedures for recording start-up, shutdown, and malfunctions of the GCCS and documenting that the GCCS has remained in compliance. SCS will review and evaluate the current SSMP and revise and update the SSMP to correspond with the current FDEP-imposed requirements and SSM reporting form. We will update the reporting form so that it remains specific to the County operations so as to provide an accurate and meaningful plan with appropriate contingency procedures.

Task 3 – Monthly Data Review

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will utilize on this project, the SCS DataServices module. The module, currently implemented at over 500 sites across the country, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Because landfills are dynamic, knowing how the LFG system changes over time is important for maximizing collection efficiency and operation. The SCS DataServices module includes trend analysis, anomaly investigation, mapping, and reporting. Each well, or series of wells, can be pre-programmed for trigger points using user-specified conditions, or standard regulation parameters. User customized reports are also generated to meet regulatory requirements and user needs.

Using these SCS DataServices tools, SCS will review the GCCS data collected by the County's technician or contracted O&M consultant to ensure compliance with the operational requirements of the NSPS, and Standard Operating Procedures (SOP) and operational metrics established for the facility. Wellfield exceedances will be tracked daily to assure appropriate corrective actions are implemented within 5 days, and follow up readings for wellfield exceedance corrections are documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to FDEP. Monthly wellfield review meetings will be held via web-conferencing to review with the County and GCCS operations personnel the status and conditions of the GCCS. This will provide open communication for all project stakeholders, and a review/preview of landfill, LFGTE, and GCCS activities.

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our

understanding of the County's desire to regularly look at the GCCS operations from an engineering perspective to avoid potential future compliance issues. SCS will review the readings with wellfield O&M personnel and contact County personnel about any remedial or other follow-up activities that may be needed. Recommendations will be provided via telephone calls or e-mail. Review of the data and coordination between the engineers and O&M field personnel is intended to minimize the occurrence of deviations that would otherwise need to be reported in the semi-annual NSPS reports and can result in compliance enforcement actions.

SCS will compile weekly control device operation data based on information provided by the County. SCS will prepare a spreadsheet that will be updated monthly and provided to the County as part of the monthly data review email and project review conference call.

Task 4 - FDEP Coordination and Correspondence

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information (RAI).

Task 5 – Semiannual NSPS and SSM Reports

SCS will prepare the semi-annual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semi-annual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- Description and duration of all periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE plant.
- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or contracted O&M consultant.

- If the landfill gas collection system is expanded, a diagram of the collection system showing all wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

Wellhead Monitoring Data

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly landfill gas collection and control system (GCCS) monitoring and data obtained by the County's technicians.

Control Device Operation

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFG-fired engines. The report will also state that the blower/flare station is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

Surface Emissions Monitoring

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

GCCS Expansion

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report. The site plan will be signed and sealed by a Florida Professional Engineer.

Report Submittal

These reports will be prepared for submittal by the following dates:

- First Semi-Annual Report: July 30 following reporting period
- Second Semi-Annual Report: January 30 following reporting period

SCS will provide one draft copy of the NSPS/SSM report for the County's review, seven (7) days prior to final submittal date. Upon receipt of your comments, SCS will submit three copies of the NSPS/SSM semiannual reports: one for submittal to the Florida Department of Environmental Protection (FDEP) and two for the County's files. The reports will be signed and sealed by a Florida Professional Engineer. We will also submit the report in electronic format

via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 6 – Annual Title V Statement of Compliance

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

SCS will provide one draft copy of the Title V statement for the County's review no later than February 1st of the reporting period, which is four weeks before the March 1st annual submittal date. Upon receipt of County comments, SCS will finalize the statement and submit to FDEP and U.S. Environmental Protection Agency (EPA) Region 4. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 7 – Annual Operating Report and Emission Estimate

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.

- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

Annual Operating Report and Title V Emission Fee

For the AOR, SCS will obtain from County information relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. All information will be entered into the FDEP eAOR software program as required.

SCS will provide one draft copy of the AOR for the County's review no later than March 1st of the reporting year. Receipt of comments and submittal of the eAOR by March 15th will generate

the Title V Emission Fee invoice, and allow 2 weeks for the County to process payment of the applicable fees by the April 1st deadline. Upon receipt of the County's comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 8 – Visible Emissions Testing

SCS will coordinate with the County and the LFGTE plant to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions testing of the flare in accordance with the site's Title V permit and U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity. We will also include records of the gas concentrations at the inlet of the flare and flow that are displayed at the flare control panel during the visible emissions testing period.

Task 9 – Greenhouse Gas Reporting

a. Greenhouse Gas Monitoring Plan

On September 22, 2009, the U.S. Environmental Protection Agency (EPA) issued a final rule for mandatory reporting of greenhouse gases (GHG) from large GHG sources in the United States (federal GHG rule). This rule is published as "Title 40 of the Code of Federal Regulations (CFR), Part 98: Mandatory Green House Gas Reporting" (40 CFR 98). Affected sources include landfills that accepted refuse after January 1, 1980, which trigger the threshold for mandatory reporting if they emit GHG in amounts greater than 25,000 metric tons or more of carbon dioxide equivalent ($MTCO_2e$) per year. SCS will review the current GHG monitoring plan and implementation to insure the required information is being recorded and documented. If applicable, SCS will modify the plan in accordance with the most current GHG regulations and incorporate all aspects of the GCCS and LFGTE facilities.

b. Greenhouse Gas Reporting

SCS will provide the applicable GHG reporting with the following tasks:

Data Compilation

- Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
- Review and compile engine use data for stationary engines onsite from January through December of the reporting year.

Data Calculations and Reporting

- Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
- Enter data into EPA's electronic reporting system (e-GGRT).

Summary Report

- Generate summary report for the County's records, which includes all data and backup calculations.

Task 10 – GCCS Annual Phasing Plan

SCS will prepare an annual five year GCCS phasing plan to address integration of current and projected landfilling operations with GCCS operational issues and recommendations for system repairs, modifications, upgrades, etc. The annually updated plan will also be coordinated with any major GCCS system expansion construction scope. County will provide SCS with current fill sequencing plans and GCCS sequencing plans will be incorporated into thos drawings.

Task 11 – Optional Landfill Gas Consulting Services

SCS will provide on-call engineering assistance that is not specifically addressed under other work assignments under this task. Work that may be performed include, but not limited to:

- Updating the GCCS facility design plan/coordination with landfill phasing plan
- Flare Station design, upgrades, and permitting
- GCCS Expansion design
- Landfill Gas Technician O&M training
- LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 1-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services, and detailed project scope and fee proposal shall be prepared and executed before commencement of any work services.

Exhibit "A"

SCS appreciates the opportunity to submit this scope of work outline to the County and looks forward to working with you on this project. Please call us if you have any questions or need additional information.

Sincerely,

James A. Getting, PE
Project Director
SCS ENGINEERS

Raymond J. Dever, P.E., BCEE
Vice President/Office Director
SCS ENGINEERS

Attachment 1: Manpower and Fee Estimate

Exhibit "B"

Not Applicable

Exhibit "C"

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
Title V - NSPS Compliance Reporting
Escambia County Landfill

Personnel	Tasks (Hours) 1	2	3	4	5	6	7	8	9	10	11	Total (hours)	Rate ($)	Total ($)
Principal/Office Director	1	0	0	0	1	1	1	0	0	0	0	3	217.17	651.52
Project Director (QC Manager/Reviewer)	3	3	0	0	2	1	1	0	1	2	0	13	152.76	1,909.55
Senior Project Advisor	0	0	0	0	0	0	0	0	0	0	0	0	198.96	0.00
Senior Project Manager	19	4	88	15	8	3	3	1	4	19	35	198	145.12	28,661.56
Project Manager	2	3	26	0	4	1	1	4	2	6	0	46	131.90	6,067.23
Senior Project Professional	43	21	236	15	20	8	6	0	12	34	40	433	112.94	48,903.70
Project Professional	0	0	0	0	60	16	10	0	24	19	0	129	86.81	11,198.61
Designer	0	0	0	0	0	0	0	0	0	0	0	0	92.20	0.00
Senior Superintendent	0	0	0	0	0	0	0	0	0	0	0	0	91.57	0.00
Staff Professional	0	0	0	0	0	0	0	0	0	0	0	0	71.20	0.00
Designer/Drafter	0	0	0	0	0	0	0	0	0	0	0	0	78.37	0.00
Senior Technician	0	0	0	0	0	0	0	0	0	0	0	0	68.91	0.00
Associate Staff Professional	0	0	0	0	0	0	0	0	0	0	0	0	63.27	0.00
Technician	0	0	0	0	0	0	0	0	0	0	0	0	61.99	0.00
Secretarial /Clerical	4	0	2	5	5	1	1	0	2	6	6	32	64.87	2,043.26
Subtotal Labor (hours)	72	30	352	35	100	29	21	5	44	86	81	853		
Subtotal Labor ($)	$8,746.57	$3,683.82	$42,983.96	$4,162.84	$10,003.07	$2,991.00	$2,167.87	$672.71	$4,370.56	$9,666.88	$9,986.12			99,435.42
Reimbursables	$696.00	$0.00	$1,392.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$696.00	$0.00			2,088.00
G&A, 5 percent subcontractors														0
Total Fee Estimate Basis	$9,442.57	$3,683.82	$44,375.96	$4,162.84	$10,003.07	$2,991.00	$2,167.87	$672.71	$4,370.56	$10,362.88	$9,986.12			102,219.42
Total Fee Lump Sum	**$9,400**	**$3,700**	**$44,400**	**$4,200**	**$10,000**	**$3,000**	**$2,200**	**$700**	**$4,400**	**$10,400**	**$10,000**			**$102,400**

Notes:	Billing Basis:
Task 1 – GCCS Standard Operating Procedures	Lump Sum by percent complete of Task Fee
Task 2 – Start-up, Shutdown, and Malfunction Plan Update	Lump Sum by percent complete of Task Fee
Task 3 – Monthly Data Review	Lump Sum by percent complete of Task Fee : 1/12th per month
Task 4 - FDEP Coordination and Correspondence	Lump Sum per event : Total Cost fee based on 6 events per annum
Task 5 – Semiannual NSPS and SSM Reports	Lump Sum by percent complete of Task Fee
Task 6 – Annual Title V Statement of Compliance	Lump Sum by percent complete of Task Fee
Task 7 – Annual Operating Report and Emission Estimate	Lump Sum by percent complete of Task Fee
Task 8 – Visible Emissions Testing	Lump Sum by percent complete of Task Fee
Task 9 – Greenhouse Gas Reporting	Lump Sum by percent complete of Task Fee
Task 10 – GCCS Annual Phasing Plan	Lump Sum by percent complete of Task Fee
Task 11 – Optional Landfill Gas Consulting Services	Lump Sum by percent complete of Task Fee

Exhibit "C"

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
Title V - NSPS Compliance Reporting
Escambia County Landfill

REIMBURSABLE COSTS

Reimbursable	Unit Cost ($)	Unit	Task (Quantity) 1	2	3	4	5	6	7	8	9	10	11		Total Units	Total ($)
SCS DataServices	500	mo.			Included										0	0
Shipping	1	cost													0	0
															0	0
															0	0
Vehicle Mileage (Auto)	0.51	mile													0	0
Vehicle Mileage (Truck)	0.51	mile													0	0
Rental Car	100	day	1		2							1			4	400
Truck	75	day													0	0
Truck	1,200	mo.													0	0
Parking & Tolls	1	cost													0	0
Air Fare	450	each	1		2							1			4	1,800
Meal Per Diem	36	day	1		2							1			4	144
Lodging, Hotel	110	day	1		2							1			4	440
															0	0
															0	0
															0	0
Reproduction (Xerox)	0.10	each													0	0
Reproduction (Drawings)	4	sheet													0	0
Equipment Rental (GEM)	125	day													0	0
Tier 2 Gauge Rental	50	week													0	0
Laboratory Services	1	cost													0	0
															0	0
															0	0
Total Reimbursables ($)			$696.00	$0.00	$1,392.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$696.00	$0.00			

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Task 1 – GCCS Standard Operating Procedures							
Site Visit to review Wellfield and LFGTE operations			8		8		
Review of Title V permit and regulatory reporting and record keeping requirements applicable to site			2		4		
Review of Current GCCS design plan			2		6		
Draft SOP Preparation			4	0.5	16		2
Conference Call to Review Draft Comments			1	1	1		
Finalize SOP document and Distribute			2		8		2
Project Oversight / QC Review	1	3					
TOTAL HOURS	1	3	19	1.5	43	0	4
Task 2 – Start-up, Shutdown, and Malfunction Plan Update							
Review of Current SSM plan / LFGTE plant interface			1		2		
Draft Report Preparation		1	2	1	16		
Conference Call to Review Draft Comments			0.5	0.5	0.5		
Finalize SSM document			0.5	1	2		
Project Oversight / QC Review		2					
TOTAL HOURS	0	3	4	2.5	20.5	0	0
Task 3 – Monthly Data Review							
Monthly Data Review / month							
Review Wellfield Tuning Data			1		4		
Coordination with wellfield tech			1		4		
Compile weekly control device data			1		4		
Prepare and Distribute Monthly Review Summary			1		4		
Total Monthly Data Review	0	0	4	0	16	0	0
12 months of Monthly Task	*0*	*0*	*48*	*0*	*192*	*0*	*0*
SCS Data Services Project Setup			4		8		2
10 Monthly Project Review via WebConference			20	20	20		
2 Semi-annual Project Review, onsite meeting			16	6	16		
TOTAL HOURS	0	0	88	26	236	0	2
Task 4 - FDEP Coordination and Correspondence							
Per HOV Response Event							
Draft Response and Review with Client			1		2		
Final Revision and FDEP submittal			0.5		0.5		0.75
Follow up with FDEP			1				
Total Per Event	0	0	2.5	0	2.5	0	0.75
6 events per 12 month period	*0*	*0*	*15*	*0*	*15*	*0*	*4.5*
TOTAL HOURS	0	0	15	0	15	0	4.5

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Task 5 – Semiannual NSPS and SSM Reports							
July - Decebmer 2013 Reporting Period							
Draft Report Preparation			2	2	7	30	1
Conference Call to Review Draft Comments			1		1		
Finalize Report and FDEP submittal			1		2		2
Project Oversight / QC Review	0.5	1					
January - June 2014 Reporting Period							
Draft Report Preparation			2	2	7	30	1
Conference Call to Review Draft Comments			1		1		
Finalize Report and FDEP submittal			1		2		
Project Oversight / QC Review	0.5	1					1
TOTAL HOURS	1	2	8	4	20	60	5
Task 6 – Annual Title V Statement of Compliance							
January - December 2014 Reporting Period							
Draft Report Preparation			2	0.5	6	14	
Conference Call to Review Draft Comments			0.5		0.5		
Finalize Report and FDEP submittal					1	2	1
Project Oversight / QC Review	0.5	1					
TOTAL HOURS	0.5	1	2.5	0.5	7.5	16	1
Task 7 – Annual Operating Report and Emission Estimate							
January - December 2014 Reporting Period							
Draft Report Preparation			2	0.5	4	8	
Conference Call to Review Draft Comments			0.5		0.5		
Finalize Report and FDEP submittal					1	2	1
Project Oversight / QC Review	0.5	0.5					
TOTAL HOURS	0.5	0.5	2.5	0.5	5.5	10	1
Task 8 – Visible Emissions Testing							
Prepare and Submit Tesing Notice to FDEP			0.5	0.5			
Annual VE-Method 22 Flare Test - Field Work				3			
Report Preparation and Submittal			0.5	0.5			
TOTAL HOURS	0	0	1	4	0	0	0

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Task 9 – Greenhouse Gas Reporting							
Review / Revisions of Existing GHG Plan		0.5	2	0.5	4	7	1
Monthly Review of GHG montioring records						6	
Preparation of Annual Report via eGGRT							
Review and Compile 2014 Waste Disposal Data					1	2	
Review and Compile Stationary Engine Use Data					0.5	1	
Prepare EPA GHG Calculation Spreadsheets					3	6	
Draft Review and Comments		0.5	0.5	0.5	1		
Final Revisions and Submittal			0.5		1		
Prepare and Provide Summary Report / Site Records			0.5	0.5	1	2	1
TOTAL HOURS	0	1	3.5	1.5	11.5	24	2

Task 10 – GCCS Annual Phasing Plan							
Site Review of existing site conditions and projected Annual Filling / Phasing for next 5 years			8	2	8		
Coordination of Landfill Phasing with respect to GCCS Design Plan			4		4		
Drawing Preparation of Conceptual GCCS Annual Expansion for years 1 thru 5			2		12	16	4
Draft Report Preparation			2	1	5		2
Conference Call to Review Draft Comments			2	2	2		
Finalize GCCS Plan document			1	0.5	3	3	
Project Oversight / QC Review	1	2					
TOTAL HOURS		2	19	5.5	34	19	6

Task 11 – Optional Landfill Gas Consulting Services							
Task as defined in atttached Scope of Work			35		40		6
TOTAL HOURS		0	35	0	40	0	6

Exhibit "C"

SCS ENGINEERS FEE SCHEDULE
Escambia County Title V Consulting Services

	Rate/Hour ($)
Principal/Office Director	217.17
Project Director (QC Manager/Reviewer)	152.76
Senior Project Advisor	198.96
Senior Project Manager	145.12
Project Manager	131.90
Senior Project Professional	112.94
Project Professional	86.81
Designer	92.20
Senior Superintendent	91.57
Staff Professional	71.20
Designer/Drafter	78.37
Senior Technician	68.91
Associate Staff Professional	63.27
Technician	61.99
Secretarial /Clerical	64.87

1. These hourly rates are effective for this Agreement only.

2. The above rates are based on the SCS average raw salaries by labor category times a multiplier of 2.85. The multiplier includes a 12 percent profit on raw labor costs, as stipulated by the County.

Exhibit "A"

Environmental Consultants
and Contractors

3298 Summit Boulevard
Suite 31-A
Pensacola, FL 32503

850 432-6211
FAX 850 432-6220
www.scsengineers.com

SCS ENGINEERS

File No. 090151214
May 21, 2014

ELECTRONIC SUBMITTAL

Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Escambia County
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

Subject: Scope of Work
Professional Services to Provide Title V Compliance Reporting
for the Perdido Landfill
Solicitation Identification Number PD 13-14.038

Dear Mr. Nobles:

In accordance with our April 16, 2014 project scope review meeting, SCS has prepared the following project tasks.

PROJECT APPROACH

SCS understands the complexity of this project and recognizes the interdependency of the landfill-gas-to-energy facility, landfill operations, and Title V regulatory compliance. The following provides SCS's technical approach to supporting Escambia County (County) in daily achievement of maximizing gas flow and quality to the LFGTE, minimizing impact to ongoing land filling operations, and operating the Gas Collection and Control System (GCCS) to achieve these goals while maintaining the operational and reporting requirements of Title V-NSPS.

Task 1 – GCCS Standard Operating Procedures

Field execution of GCCS monitoring and maintenance requires coordination and communication between all stakeholders. As the available landfill airspace is reduced, active landfilling operations will most likely necessitate increased GCCS maintenance such as extending well casings and replacement of headers and laterals that may become damaged through ongoing landfilling activities. These expected conditions and the need to minimize interruption of gas flow and quality to the LFGTE plant, while maintaining Title V monitoring and compliance, necessitate the need for close communication and coordination of all parties.

With input from all project stakeholders, communication and reporting responsibilities will be formalized through development of a GCCS Standard Operating Procedures document. This

document will outline the goals and objects of the LFGTE facility, the LFGTE and GCCS operations contractor, County landfill operations, and Title V monitoring, compliance and reporting requirements. SCS's role in this project will be to foster open communication of all parties, facilitate GCCS maintenance and system expansions to meet the Title V requirements.

Task 2 – Start-up, Shutdown, and Malfunction Plan Update

The Start-up, Shutdown, and Malfunction Plan (SSMP) is currently in use by the County to establish procedures for recording start-up, shutdown, and malfunctions of the GCCS and documenting that the GCCS has remained in compliance. SCS will review and evaluate the current SSMP and revise and update the SSMP to correspond with the current FDEP-imposed requirements and SSM reporting form. We will update the reporting form so that it remains specific to the County operations so as to provide an accurate and meaningful plan with appropriate contingency procedures.

Task 3 – Monthly Data Review

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will utilize on this project, the SCS DataServices module. The module, currently implemented at over 500 sites across the country, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Because landfills are dynamic, knowing how the LFG system changes over time is important for maximizing collection efficiency and operation. The SCS DataServices module includes trend analysis, anomaly investigation, mapping, and reporting. Each well, or series of wells, can be pre-programmed for trigger points using user-specified conditions, or standard regulation parameters. User customized reports are also generated to meet regulatory requirements and user needs.

Using these SCS DataServices tools, SCS will review the GCCS data collected by the County's technician or contracted O&M consultant to ensure compliance with the operational requirements of the NSPS, and Standard Operating Procedures (SOP) and operational metrics established for the facility. Wellfield exceedances will be tracked daily to assure appropriate corrective actions are implemented within 5 days, and follow up readings for wellfield exceedance corrections are documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to FDEP. Monthly wellfield review meetings will be held via web-conferencing to review with the County and GCCS operations personnel the status and conditions of the GCCS. This will provide open communication for all project stakeholders, and a review/preview of landfill, LFGTE, and GCCS activities.

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our

understanding of the County's desire to regularly look at the GCCS operations from an engineering perspective to avoid potential future compliance issues. SCS will review the readings with wellfield O&M personnel and contact County personnel about any remedial or other follow-up activities that may be needed. Recommendations will be provided via telephone calls or e-mail. Review of the data and coordination between the engineers and O&M field personnel is intended to minimize the occurrence of deviations that would otherwise need to be reported in the semi-annual NSPS reports and can result in compliance enforcement actions.

SCS will compile weekly control device operation data based on information provided by the County. SCS will prepare a spreadsheet that will be updated monthly and provided to the County as part of the monthly data review email and project review conference call.

Task 4 - FDEP Coordination and Correspondence

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information (RAI).

Task 5 – Semiannual NSPS and SSM Reports

SCS will prepare the semi-annual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semi-annual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- Description and duration of all periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE plant.
- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or contracted O&M consultant.

- If the landfill gas collection system is expanded, a diagram of the collection system showing all wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

Wellhead Monitoring Data

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly landfill gas collection and control system (GCCS) monitoring and data obtained by the County's technicians.

Control Device Operation

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFG-fired engines. The report will also state that the blower/flare station is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

Surface Emissions Monitoring

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

GCCS Expansion

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report. The site plan will be signed and sealed by a Florida Professional Engineer.

Report Submittal

These reports will be prepared for submittal by the following dates:

- First Semi-Annual Report: July 30 following reporting period
- Second Semi-Annual Report: January 30 following reporting period

SCS will provide one draft copy of the NSPS/SSM report for the County's review, seven (7) days prior to final submittal date. Upon receipt of your comments, SCS will submit three copies of the NSPS/SSM semiannual reports: one for submittal to the Florida Department of Environmental Protection (FDEP) and two for the County's files. The reports will be signed and sealed by a Florida Professional Engineer. We will also submit the report in electronic format

via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 6 – Annual Title V Statement of Compliance

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

SCS will provide one draft copy of the Title V statement for the County's review no later than February 1st of the reporting period, which is four weeks before the March 1st annual submittal date. Upon receipt of County comments, SCS will finalize the statement and submit to FDEP and U.S. Environmental Protection Agency (EPA) Region 4. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 7 – Annual Operating Report and Emission Estimate

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.

- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

Annual Operating Report and Title V Emission Fee

For the AOR, SCS will obtain from County information relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. All information will be entered into the FDEP eAOR software program as required.

SCS will provide one draft copy of the AOR for the County's review no later than March 1st of the reporting year. Receipt of comments and submittal of the eAOR by March 15th will generate

the Title V Emission Fee invoice, and allow 2 weeks for the County to process payment of the applicable fees by the April 1st deadline. Upon receipt of the County's comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

Task 8 – Visible Emissions Testing

SCS will coordinate with the County and the LFGTE plant to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions testing of the flare in accordance with the site's Title V permit and U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity. We will also include records of the gas concentrations at the inlet of the flare and flow that are displayed at the flare control panel during the visible emissions testing period.

Task 9 – Greenhouse Gas Reporting

a. Greenhouse Gas Monitoring Plan

On September 22, 2009, the U.S. Environmental Protection Agency (EPA) issued a final rule for mandatory reporting of greenhouse gases (GHG) from large GHG sources in the United States (federal GHG rule). This rule is published as "Title 40 of the Code of Federal Regulations (CFR), Part 98: Mandatory Green House Gas Reporting" (40 CFR 98). Affected sources include landfills that accepted refuse after January 1, 1980, which trigger the threshold for mandatory reporting if they emit GHG in amounts greater than 25,000 metric tons or more of carbon dioxide equivalent ($MTCO_2e$) per year. SCS will review the current GHG monitoring plan and implementation to insure the required information is being recorded and documented. If applicable, SCS will modify the plan in accordance with the most current GHG regulations and incorporate all aspects of the GCCS and LFGTE facilities.

b. Greenhouse Gas Reporting

SCS will provide the applicable GHG reporting with the following tasks:

Data Compilation

- Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
- Review and compile engine use data for stationary engines onsite from January through December of the reporting year.

Data Calculations and Reporting

- Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
- Enter data into EPA's electronic reporting system (e-GGRT).

Summary Report

- Generate summary report for the County's records, which includes all data and backup calculations.

Task 10 – GCCS Annual Phasing Plan

SCS will prepare an annual five year GCCS phasing plan to address integration of current and projected landfilling operations with GCCS operational issues and recommendations for system repairs, modifications, upgrades, etc. The annually updated plan will also be coordinated with any major GCCS system expansion construction scope. County will provide SCS with current fill sequencing plans and GCCS sequencing plans will be incorporated into thos drawings.

Task 11 – Optional Landfill Gas Consulting Services

SCS will provide on-call engineering assistance that is not specifically addressed under other work assignments under this task. Work that may be performed include, but not limited to:

- Updating the GCCS facility design plan/coordination with landfill phasing plan
- Flare Station design, upgrades, and permitting
- GCCS Expansion design
- Landfill Gas Technician O&M training
- LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 1-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services, and detailed project scope and fee proposal shall be prepared and executed before commencement of any work services.

SCS appreciates the opportunity to submit this scope of work outline to the County and looks forward to working with you on this project. Please call us if you have any questions or need additional information.

Sincerely,

James A. Getting, PE
Project Director
SCS ENGINEERS

Raymond J. Dever, P.E., BCEE
Vice President/Office Director
SCS ENGINEERS

Attachment 1: Manpower and Fee Estimate

Exhibit “B”

Not Applicable

Exhibit "C"

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
Title V - NSPS Compliance Reporting
Escambia County Landfill

	Tasks (Hours)											Total	Rate	Total
Personnel	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**(hours)**	**($)**	**($)**
Principal/Office Director	1	0	0	0	1	1	1	0	0	0	0	3	217.17	651.52
Project Director (QC Manager/Reviewer)	3	3	0	0	2	1	1	0	1	2	0	13	152.76	1,909.55
Senior Project Advisor	0	0	0	0	0	0	0	0	0	0	0	0	198.96	0.00
Senior Project Manager	19	4	88	15	8	3	3	1	4	19	35	198	145.12	28,661.56
Project Manager	2	3	26	0	4	1	1	4	2	6	0	46	131.90	6,067.23
Senior Project Professional	43	21	236	15	20	8	6	0	12	34	40	433	112.94	48,903.70
Project Professional	0	0	0	0	60	16	10	0	24	19	0	129	86.81	11,198.61
Designer	0	0	0	0	0	0	0	0	0	0	0	0	92.20	0.00
Senior Superintendent	0	0	0	0	0	0	0	0	0	0	0	0	91.57	0.00
Staff Professional	0	0	0	0	0	0	0	0	0	0	0	0	71.20	0.00
Designer/Drafter	0	0	0	0	0	0	0	0	0	0	0	0	78.37	0.00
Senior Technician	0	0	0	0	0	0	0	0	0	0	0	0	68.91	0.00
Associate Staff Professional	0	0	0	0	0	0	0	0	0	0	0	0	63.27	0.00
Technician	0	0	0	0	0	0	0	0	0	0	0	0	61.99	0.00
Secretarial /Clerical	4	0	2	5	5	1	1	0	2	6	6	32	64.87	2,043.26
Subtotal Labor (hours)	72	30	352	35	100	29	21	5	44	86	81	853		
Subtotal Labor ($)	$8,746.57	$3,683.82	$42,983.96	$4,162.84	$10,003.07	$2,991.00	$2,167.87	$672.71	$4,370.56	$9,666.88	$9,986.12			99,435.42
Reimbursables	$696.00	$0.00	$1,392.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$696.00	$0.00			2,088.00
G&A, 5 percent subcontractors														0
Total Fee Estimate Basis	$9,442.57	$3,683.82	$44,375.96	$4,162.84	$10,003.07	$2,991.00	$2,167.87	$672.71	$4,370.56	$10,362.88	$9,986.12			102,219.42
Total Fee Lump Sum	**$9,400**	**$3,700**	**$44,400**	**$4,200**	**$10,000**	**$3,000**	**$2,200**	**$700**	**$4,400**	**$10,400**	**$10,000**			**$102,400**

Notes:	Billing Basis:
Task 1 – GCCS Standard Operating Procedures	Lump Sum by percent complete of Task Fee
Task 2 – Start-up, Shutdown, and Malfunction Plan Update	Lump Sum by percent complete of Task Fee
Task 3 – Monthly Data Review	Lump Sum by percent complete of Task Fee : 1/12th per month
Task 4 - FDEP Coordination and Correspondence	Lump Sum per event : Total Cost fee based on 6 events per annum
Task 5 – Semiannual NSPS and SSM Reports	Lump Sum by percent complete of Task Fee
Task 6 – Annual Title V Statement of Compliance	Lump Sum by percent complete of Task Fee
Task 7 – Annual Operating Report and Emission Estimate	Lump Sum by percent complete of Task Fee
Task 8 – Visible Emissions Testing	Lump Sum by percent complete of Task Fee
Task 9 – Greenhouse Gas Reporting	Lump Sum by percent complete of Task Fee
Task 10 – GCCS Annual Phasing Plan	Lump Sum by percent complete of Task Fee
Task 11 – Optional Landfill Gas Consulting Services	Lump Sum by percent complete of Task Fee

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
Title V - NSPS Compliance Reporting
Escambia County Landfill

REIMBURSABLE COSTS

Reimbursable	Unit Cost ($)	Unit	Task (Quantity) 1	2	3	4	5	6	7	8	9	10	11		Total Units	Total ($)
SCS DataServices	500	mo.			Included										0	0
Shipping	1	cost													0	0
															0	0
															0	0
Vehicle Mileage (Auto)	0.51	mile													0	0
Vehicle Mileage (Truck)	0.51	mile													0	0
Rental Car	100	day	1		2							1			4	400
Truck	75	day													0	0
Truck	1,200	mo.													0	0
Parking & Tolls	1	cost													0	0
Air Fare	450	each	1		2							1			4	1,800
Meal Per Diem	36	day	1		2							1			4	144
Lodging, Hotel	110	day	1		2							1			4	440
															0	0
															0	0
															0	0
Reproduction (Xerox)	0.10	each													0	0
Reproduction (Drawings)	4	sheet													0	0
Equipment Rental (GEM)	125	day													0	0
Tier 2 Gauge Rental	50	week													0	0
Laboratory Services	1	cost													0	0
															0	0
															0	0
Total Reimbursables ($)			**$696.00**	**$0.00**	**$1,392.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$696.00**	**$0.00**			

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Task 1 – GCCS Standard Operating Procedures							
Site Visit to review Wellfield and LFGTE operations			8		8		
Review of Title V permit and regulatory reporting and record keeping requirements applicable to site			2		4		
Review of Current GCCS design plan			2		6		
Draft SOP Preparation			4	0.5	16		2
Conference Call to Review Draft Comments			1	1	1		
Finalize SOP document and Distribute			2		8		2
Project Oversight / QC Review	1	3					
TOTAL HOURS	1	3	19	1.5	43	0	4
Task 2 – Start-up, Shutdown, and Malfunction Plan Update							
Review of Current SSM plan / LFGTE plant interface			1		2		
Draft Report Preparation		1	2	1	16		
Conference Call to Review Draft Comments			0.5	0.5	0.5		
Finalize SSM document			0.5	1	2		
Project Oversight / QC Review		2					
TOTAL HOURS	0	3	4	2.5	20.5	0	0
Task 3 – Monthly Data Review							
Monthly Data Review / month							
Review Wellfield Tuning Data			1		4		
Coordination with wellfield tech			1		4		
Compile weekly control device data			1		4		
Prepare and Distribute Monthly Review Summary			1		4		
Total Monthly Data Review	0	0	4	0	16	0	0
12 months of Monthly Task	*0*	*0*	*48*	*0*	*192*	*0*	*0*
SCS Data Services Project Setup			4		8		2
10 Monthly Project Review via WebConference			20	20	20		
2 Semi-annual Project Review, onsite meeting			16	6	16		
TOTAL HOURS	0	0	88	26	236	0	2
Task 4 - FDEP Coordination and Correspondence							
Per HOV Response Event							
Draft Response and Review with Client			1		2		
Final Revision and FDEP submittal			0.5		0.5		0.75
Follow up with FDEP			1				
Total Per Event	0	0	2.5	0	2.5	0	0.75
6 events per 12 month period	*0*	*0*	*15*	*0*	*15*	*0*	*4.5*
TOTAL HOURS	0	0	15	0	15	0	4.5

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Task 5 – Semiannual NSPS and SSM Reports							
July - Decebmer 2013 Reporting Period							
Draft Report Preparation			2	2	7	30	1
Conference Call to Review Draft Comments			1		1		
Finalize Report and FDEP submittal			1		2		2
Project Oversight / QC Review	0.5	1					
January - June 2014 Reporting Period							
Draft Report Preparation			2	2	7	30	1
Conference Call to Review Draft Comments			1		1		
Finalize Report and FDEP submittal			1		2		
Project Oversight / QC Review	0.5	1					1
TOTAL HOURS	1	2	8	4	20	60	5

Task 6 – Annual Title V Statement of Compliance							
January - December 2014 Reporting Period							
Draft Report Preparation			2	0.5	6	14	
Conference Call to Review Draft Comments			0.5		0.5		
Finalize Report and FDEP submittal					1	2	1
Project Oversight / QC Review	0.5	1					
TOTAL HOURS	0.5	1	2.5	0.5	7.5	16	1

Task 7 – Annual Operating Report and Emission Estimate							
January - December 2014 Reporting Period							
Draft Report Preparation			2	0.5	4	8	
Conference Call to Review Draft Comments			0.5		0.5		
Finalize Report and FDEP submittal					1	2	1
Project Oversight / QC Review	0.5	0.5					
TOTAL HOURS	0.5	0.5	2.5	0.5	5.5	10	1

Task 8 – Visible Emissions Testing							
Prepare and Submit Tesing Notice to FDEP			0.5	0.5			
Annual VE-Method 22 Flare Test - Field Work				3			
Report Preparation and Submittal			0.5	0.5			
TOTAL HOURS	0	0	1	4	0	0	0

Exhibit "C"

PROJECT LABOR HOURS BASIS

Title V - NSPS Compliance Reporting
Escambia County Landfill

Task 9 – Greenhouse Gas Reporting

	Principal/Office Director	Project Director (QC	Senior Project Manager	Project Manager	Senior Project Professional	Project Professional	Secretarial /Clerical
Review / Revisions of Existing GHG Plan		0.5	2	0.5	4	7	1
Monthly Review of GHG montioring records						6	
Preparation of Annual Report via eGGRT							
Review and Compile 2014 Waste Disposal Data					1	2	
Review and Compile Stationary Engine Use Data					0.5	1	
Prepare EPA GHG Calculation Spreadsheets					3	6	
Draft Review and Comments		0.5	0.5	0.5	1		
Final Revisions and Submittal			0.5		1		
Prepare and Provide Summary Report / Site Records			0.5	0.5	1	2	1
TOTAL HOURS	0	1	3.5	1.5	11.5	24	2

Task 10 – GCCS Annual Phasing Plan

Site Review of existing site conditions and projected Annual Filling / Phasing for next 5 years			8	2	8		
Coordination of Landfill Phasing with respect to GCCS Design Plan			4		4		
Drawing Preparation of Conceptual GCCS Annual Expansion for years 1 thru 5			2		12	16	4
Draft Report Preparation			2	1	5		2
Conference Call to Review Draft Comments			2	2	2		
Finalize GCCS Plan document			1	0.5	3	3	
Project Oversight / QC Review	1	2					
TOTAL HOURS		2	19	5.5	34	19	6

Task 11 – Optional Landfill Gas Consulting Services

Task as defined in atttached Scope of Work			35		40		6
TOTAL HOURS		0	35	0	40	0	6

SCS ENGINEERS FEE SCHEDULE

Escambia County Title V Consulting Services

	Rate/Hour ($)
Principal/Office Director	217.17
Project Director (QC Manager/Reviewer)	152.76
Senior Project Advisor	198.96
Senior Project Manager	145.12
Project Manager	131.90
Senior Project Professional	112.94
Project Professional	86.81
Designer	92.20
Senior Superintendent	91.57
Staff Professional	71.20
Designer/Drafter	78.37
Senior Technician	68.91
Associate Staff Professional	63.27
Technician	61.99
Secretarial /Clerical	64.87

1. These hourly rates are effective for this Agreement only.

2. The above rates are based on the SCS average raw salaries by labor category times a multiplier of 2.85. The multiplier includes a 12 percent profit on raw labor costs, as stipulated by the County.

Title V Compliance Reporting:

The Florida Department of Environmental Protection (FDEP) Air Operations Permit (0330246-008-AV) and Air Construction Permit (0330246-005-AC) require Perdido Landfill to operate and maintain the gas collection and control system (GCCS) in compliance with 40 CFR 60 New Source Performance Standards Subpart WWW. In addition, the facility is subject to 40 CFR 63 Subpart AAAA, National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Collected landfill gas is sent to a landfill gas-to-energy (LFGTE) facility owned and operated by Gulf Power. Surplus gas is sent to the blower flare station using a non-assisted, open-utility flare. Currently, the GCCS is operated by the same contractor that operates the LFGTE facility. As the available air space is reduced, conflicts between landfilling operations and maintenance of the GCCS will increase. Close coordination will be required to prevent interruptions of GCCS. This project includes developing a Standard Operating Procedure for the GCCS and providing FDEP reporting to meet Title V requirements.

The Title V compliance reporting to FDEP will include at a minimum:

a) Weekly flare operating reports to document compliance.
b) Monthly wellfield reports to document compliance.
c) As-needed FDEP requests for alternate procedures or alternate timelines for wellfield repairs or expansions.
d) Documenting and coordinating GCCS maintenance required to meet Title V requirements.
e) Updating the Start-up, Shutdown, and Malfunction Plan.
f) Updating the facility design plan.
g) Quarterly surface emissions monitoring reports.
h) Semi-annual monitoring reports.
i) Annual flare testing.
j) Annual Operating Report.
k) Annual Statement of Compliance.
l) Annual fee estimate form.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6347 **County Administrator's Report 13. 29.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Contract Award for Consulting Services for RESTORE Act of 2012 Multi-Year Plan
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Consulting Services for RESTORE Act of 2012 Multi-Year Plan - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Dewberry Consultants, LLC, per the terms and conditions of PD 13-14.026, Re-Solicit Consulting Services for RESTORE Act of 2012 Multi-Year Plan, for a lump sum of $249,610, and allowances for additional printing, travel/meetings, photos, display boards, etc. (as outlined in Fee Proposal, Direct Expenses), in the amount of $49,922, for a total of $299,532.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 53101]

BACKGROUND:

Request for Proposals, PD 13-14.026, Re-Solicit, Consulting Services for RESTORE Act of 2012, Multi-Year Plan, were publicly noticed on Monday, March 17, 2014 to 34 known firms. Responses were received from 5 firms on Wednesday, April 16, 2014. Dewberry Consulting, LLC was selected based on their qualifications.

BUDGETARY IMPACT:

Funding: Fund 102 Economic Development Fund, Cost Center 360704, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form H, Consulting Services for Study.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinance 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 H, Consulting Services for Study and Purchase Order.

Attachments

Agreement

Agreement Exhibits

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS
FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY
AND

Dewberry Consultants, LLC

PD 13-14.026, Re-Solicit Consulting Service for RESTORE Act of 2012 Multi-Year Plan

FORM H: CONSULTING SERVICES FOR STUDY

(Revised July 11, 2013)

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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Dewberry Consultants, LLC, a for-profit limited liability corporation, authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose federal identification number is 54-0604420, and whose principal address is 310 East Government Street Room D-2 & D3, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Consultant is a firm with expertise in the area of providing consulting services for Multi-Year Implementation Plan Experience, RESTORE Act Knowledge, Workforce Development and Job Creation Experience, Infrastructure Development Planning Experience and Environmental Restoration Planning Experience; and

WHEREAS, the County is in need of a consultant to provide such services for the County to Multi-Year Implementation Plan Experience, RESTORE Act Knowledge, Workforce Development and Job Creation Experience, Infrastructure Development Planning Experience and Environmental Restoration Planning Experience.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
PREAMBLE

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 Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SCOPE OF WORK

2.1 The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No.

PD 13-14.026, Re-Solicit Consulting Services for RESTORE Act of 2012 Multi-Year Plan and as represented in the Consultant's Letter of Interest response to PD13-14.026, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

2.2 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

2.3 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

2.4 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges is to be paid as follows: A lump sum of $249,610.00 and allowances for additional printing, travel/meetings, photos, display boards, etc. (as outlined in Fee Proposal, Direct Expenses) in the amount of $49,922.00 for a total of Two Hundred Ninety Nine Thousand Five Hundred Thirty Two Dollars ($299,532.00). Final payment will be subject to approval by the Board of County Commissioners.

4.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(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, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

4.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant 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 Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant'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, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a 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.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility

surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

6.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

6.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

6.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 7
CONSULTANT'S RESPONSIBILITIES

7.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for, the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 8
GENERAL PROVISIONS

8.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

8.2. TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to 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 rules, laws, regulations, and 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 Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 RECORDS:

(a) The Consultant 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 as to personnel hours charged to this engagement and any expenses for which the Consultant 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 Consultant 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 Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

8.4 CONFLICT OF INTEREST. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8.5 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant 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.

8.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, 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, it must secure the prior written approval of the County for employment of such subcontractors.

8.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant’s acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant 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 Consultant’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.

8.9 INSURANCE. The Consultant 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 coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability

coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(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) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

8.10 <u>REPRESENTATIVE OF COUNTY AND CONSULTANT</u>:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

8.11 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.

8.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant 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. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.14 GRATUITIES: Neither the Consultant 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 Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

8.15 NOTICE. 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:

(a) Payments and Notices to the Consultant shall be made to:

Dewberry Consulting, LLC
310 East Government Street, Room D-2 & D-3
Pensacola, Florida 32502

(b) Invoices to the County shall be sent to:

Keith Wilkins,
Department Director
Community & Environment
221 South Palafox Place
Pensacola, FL 32502

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

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.

8.16 SURVIVAL: 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.

8.17. GOVERNING LAW. 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.

8.18 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

8.19 INTERPRETATION: 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 Consultant 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 Consultant 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.

8.20 SEVERABILITY: 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 or provision.

8.21. COMPLIANCE WITH LAWS. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

8.22 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

8.23 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of 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.

8.24 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

8.25 NO WAIVER: The failure of the Consultant 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.

8.26 ANNUAL APPROPRIATION. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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 its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Dewberry Consulting, 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: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: June 26, 2014

CONSULTANT: _____

_____

By: _____, President

ATTEST:

By:_____

Corporate Secretary

(SEAL)

PART IV SCOPE OF WORK

The selected firm will provide general guidance and support to Escambia County staff and advise the RESTORE Act Advisory Committee (RESTORE Committee) for programs and processes related to the RESTORE Act. Mandatory tasks include development and solicitation of a project proposal application, and project selection criteria for candidate projects requesting funding from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) under the Direct Component of the RESTORE Act. The selected firm will assist County Staff and advise the RESTORE Committee with development of the Multi-Year Implementation Plan (MYIP) required under the RESTORE Act.

The selected firm will work under the direction of County staff and advise the RESTORE Committee to facilitate these tasks and will utilize significant public involvement, the best available science and best management practices in the development of project selection criteria and the MYIP. The selected firm will ensure consistency between all deliverables including, but not limited to, project selection criteria and the MYIP and agree to meet all conditions required by the RESTORE Act, U.S. Treasury and Audit Regulations. In addition, the firm must demonstrate fluency in relevant federal, state and local laws and ordinances required for project implementation including, but not limited to, the National Environmental Policy Act (NEPA), Federal Disability Laws: US Access Board Website at www.access-board.gov (To reference the Rehabilitation Act of 1973 and the Americans with Disabilities Act, in particular.), State Disability Laws: Florida Senate website at www.flsenate.gov (To reference disability statutes in the state of Florida, specifically the Florida American with Disabilities Accessibility Implementation Act, FL Statue 553.501-513 and the Florida Building Code, Chapter 11.), US Department of Treasury Website: www.treasury.gov (To reference audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act.) and Davis Bacon Act.

The selected firm will provide expertise in the areas of, but not limited to: economic development, environmental restoration, long range planning, public outreach, engineering, infrastructure and *must* demonstrate a thorough understanding of processes and planning related to the RESTORE Act. The selected firm must demonstrate expertise in grant management and grant-making processes. Applicants must demonstrate extensive knowledge of local environmental and economic factors which impact Escambia County. In-depth understanding of the root causes of impairment and limiting factors related to the Pensacola and Perdido Bay watershed systems and specific expertise in the areas of workforce and tourism development is required. Demonstrated knowledge of regional watersheds including Alabama watersheds, and watersheds ranging from Mobile Bay to Apalachicola Bay is also desirable.

The selected firm will demonstrate a thorough understanding of the role of the RESTORE Committee and the policies and procedures of the Escambia County Board of County Commissioners (BOCC) and will be required to review information presented at RESTORE Advisory Committee meetings including reports, studies and presentations by local consultants. Documents for past meetings may be accessed through the Escambia County RESTORE Advisory Committee's webpage at www.myescambia.com/restore.

Upon contract with Escambia County the selected firm **will** be required to perform a series of **mandatory tasks**.

Mandatory tasks include:

1. Draft the MYIP which will include Escambia County's Distribution Formula Agreement with the eight (8) disproportionately affected counties under the RESTORE Act, contain a program description summarizing the purpose, need, objectives of RESTORE grants and identify eligible activities under RESTORE. Utilize reference documents including, but not limited to, the RESTORE Act Advisory Committee's Resolution, the Gulf Ecosystem Restoration Council's Gulf of Mexico Regional Ecosystem Restoration Strategy, newly promulgated Treasury Rules, Pensacola Bay Swim Plan, Pensacola Bay and Perdido Restoration Plans in drafting Part I of the MYIP, as directed by the Escambia County BOCC and Staff and with advice from the RESTORE Act Advisory Committee through Escambia County Staff.

2. Develop project selection criteria based on the best available science and collected public input to recommend candidate projects requesting funding under the Direct Component for Escambia County.

3. Develop and solicit a project submittal process including a proposal and/or pre-proposal application for projects requesting funding from the Trust Fund under the Direct Component for Escambia County.

4. Assist the BOCC and staff and advise the RESTORE Act Advisory Committee, in ranking and recommending projects eligible for funding under the Direct Component of the RESTORE Act for Escambia County.

5. Develop Escambia County's MYIP in collaboration with the Escambia County BOCC, Staff and advice of the RESTORE Committee through Escambia County Staff.

Completion of each task will be regarded as a milestone. Consultant services will be evaluated by Escambia County following the completion and review of each milestone.

In addition to the mandatory tasks identified in the previous section, the selected firm **it will be expected** to carry out **subtasks** upon request by Escambia County Staff and BOCC.

Tenative Tasks include:

1. Review and production of feasibility and cost analyses for candidate projects as directed by the Escambia County and staff and provide advice to the RESTORE Act Advisory Committee.
2. Attend technical meetings including, but not limited to, Economic Development, and Pensacola Bay and Perdido Bay Watershed meetings, as needed, and incorporate meeting results into feasibility analyses of candidate projects.
3. Attend as requested by Escambia County Staff and BOCC, RESTORE Advisory Committee and BOCC meetings, and meetings relevant to RESTORE processes and planning, including public workshops, Gulf Consortium and Council meetings.
4. Investigate all funding sources available under the RESTORE Act for proposed projects, as well as, available leveraging opportunities not provided by the RESTORE Act to facilitate matching of candidate projects to the most relevant funding sources. *The selected firm must demonstrate in-depth knowledge of all components available for funding under the Act.*
5. As requested by Escambia County Staff and BOCC, coordinate RESTORE Advisory Committee meetings.
6. Engage the public on RESTORE meetings and processes.
7. Travel to Escambia County to meet with the Escambia County BOCC, Staff and/or the RESTORE Committee to address issues pertaining to RESTORE Act processes.
8. Develop and provide work plans and schedules to Escambia County staff and RESTORE Advisory Committee.
9. Provide monthly progress reports to County Staff, BOCC and the RESTORE Committee outlining completed activities, cost analyses and pending issues pertaining to RESTORE Act processes.
10. Represent Escambia County and interact with federal, state, local and public entities on issues pertaining to RESTORE activities, programs and processes, as necessary.

Escambia County
Clerk's Original
10/18/2012/ CAT 1-1

Date: 10/19/2012 Verified By: B. Schuyler

RESOLUTION NUMBER R2012 - 150

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the "RESTORE Act;" and

WHEREAS, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

WHEREAS, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

WHEREAS, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. That within the first six months of formation, the committee shall develop a plan, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than $500,000.00 will not be considered for funding using RESTORE Act funds.

C. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

D. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.

SECTION 4. COMPOSITION OF THE COMMITTEE.

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).

2. A business leader with five (5) or more years of economic development experience.

3. An individual with five (5) or more years of experience in the area of transportation.

4. An individual with five (5) or more years of complex governmental experience.

5. An at-large citizen representative.

6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.

7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

SECTION 5. TERMS OF COMMITTEE MEMBERS.

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of

County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

SECTION 6. OFFICERS.

A. Chairperson. The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. Vice-Chairperson. The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

SECTION 7. REGULAR MEETINGS.

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

SECTION 8. QUORUM AND VOTING.

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members

present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 9. SPECIAL MEETINGS.

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

SECTION 10. LOCATION OF MEETING.

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

SECTION 11. RULES OF PROCEDURE.

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

SECTION 12. SUNSHINE LAW.

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

SECTION 13. AGENDA.

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

SECTION 14. MINUTES.

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

SECTION 15. NOTICE OF PUBLIC MEETING.

Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

SECTION 16. EFFECTIVE DATE.

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(Seal)

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

This document approved as to form and legal sufficiency
By
Title County Attorney
Date 10/18/12

Date Executed
October 18, 2012

Escambia County
Clerk's Original
1/3/2013 CAT I-1

Exhibit "A"

RESOLUTION NUMBER R2013 - 5

A RESOLUTION OF THE COUNTY COMMISISONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2012-150 BY INCREASING THE MEMBERSHIP OF THE RESTORE ACT ADVISORY COMMITTEE; REVISING QUORUM REQUIREMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2012, the Escambia County Board of County Commissioners adopted Resolution R2012-150, which established a RESTORE Act Advisory Committee to assist the Board in allocating its share of certain fine and settlement amounts pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012; and

WHEREAS, after further discussions regarding the composition of the Committee, the Board has determined that expanding Committee membership from seven (7) members to nine (9) members would further empower the Committee to effectively represent the interests of the residents of Escambia County.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution.

SECTION 2. INCREASE TO COMMITTEE MEMBERSHIP.

Section 4 of Resolution R2012-150 is hereby amended as follows:

The Committee shall consist of nine (9) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).

Date: 1/7/2013 Verified By: Ottaway

2. A business leader with five (5) or more years of economic development experience.

3. An individual with five (5) or more years of experience in the area of transportation.

4. An individual with five (5) or more years of complex governmental experience.

5. An at-large citizen representative.

6. An individual appointed by the City of Pensacola, as selected by the Mayor and ratified by the City Council. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.

7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

8. Two individuals representing the citizens of Escambia County and selected by the Board of County Commissioners only after it has selected the other seven members.

SECTION 3. REVISION TO QUORUM REQUIREMENTS.

Section 8 of Resolution R2012-150 is hereby amended as follows:

Five (5) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 4. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 3rd day of January 2013

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(Seal)

Date Executed

January 7, 2013

This document approved as to form and legal sufficiency.
By:
Title: ASST. COUNTY ATTORNEY
Date: JAN. 4, 2013

2-8 Cost Proposal

DETAILS OF COSTS AND FEES
Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan

Profit: 10%
Overhead: 150%

Mandatory Tasks	Sr Tech Resource		Proj. Mgr		Sr Planner		Env. Sci.		GIS Tech		Planner		CLERICAL		TOTAL HOURS	TOTAL COSTS
		$165.00		$150.00		$110.00		$100.00		$85.00		$70.00		$55.00		
1. Draft the MYIP	46	$7,590	160	$24,000	70	$7,700.00	0	$0	28	$2,380	57	$3,990	0	$0	361	$ 45,660
2. Develop project selection criteria	8	$1,320	32	$4,800	40	$4,400.00	0	$0	24	$2,040	24	$1,680	0	$0	128	$ 14,240
3. Project Submittal Process	104	$17,160	88	$13,200	40	$4,400.00	30	$3,000	49	$4,165	8	$560	0	$0	319	$ 42,485
4. Assist and advise in ranking and recommending projects	92	$15,180	120	$18,000	40	$4,400.00	32	$3,200	20	$1,700	0	$0	0	$0	304	$ 42,480
5. Develop Escambia County's MYIP	40	$6,600	80	$12,000	40	$4,400.00	0	$0	16	$1,360	40	$2,800	0	$0	216	$ 27,160
TOTAL PROJECT	**290**	**$47,850**	**480**	**$72,000**	**230**	**$25,300**	**62**	**$6,200**	**137**	**$11,645**	**129**	**$9,030**	**0**	**$0**	**1,328**	**$ 172,025**

Note: Tentative Tasks will be executed based on SHR.

A-C-T (Subconsultant)	$25,000
UWF (Subconsultant)	$50,000
Direct Expenses	$2,585
TOTAL LUMP SUM	**$ 249,610.00**

Exhibit "C"

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan 1. Draft the MYIP								
TASK	Sr Tech Resource	Proj. Mgr	Sr Planner	Env. Sci.	GIS Tech	Planner		TOTAL HOURS
Evaluate Pot 1 Criteria	4	16						20
Assemble an Oil Spill Funding reference guide	4	8				16		28
Prioritize Pot 1 Criteria w/ Committee & County	6	16	10					32
Assess Economic Impacts using Haas Center Tools (i.e. REMI)		20						20
Develop database of funding sources		16	10			16		42
Profile Escambia economic priorities in MYIP (Haas Center)			10					10
Draft Escambia Multi-Year Implementation Plan	16	60	20		12	15		123
2 Public Review & 1 Workshop	16	24	20		16	10		86
SUBTOTAL	46	160	70	0	28	57	0	361

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan 2. Develop project selection criteria								
TASK	Sr Tech Resource	Proj. Mgr	Sr Planner	Env. Sci.	GIS Tech	Planner		TOTAL HOURS
Research criteria		4	20			8		32
Meet with committee	8	16				8		32
Prepare meeting mintues		4				8		12
Preload selection criteria into database		8	20		24			52
								0
SUBTOTAL	8	32	40	0	24	24	0	128

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan 3. Project Submittal Process								
TASK	Sr Tech Resource	Proj. Mgr	Sr Planner	Env. Sci.	GIS Tech	Planner		TOTAL HOURS
Project ID Catalog	8	8	10			8		34
Prepare project database	8		10		20			38
Develop project submittal website	8				20			28
Review project submittals	40	40	10	30				120
Preliminary project ranking	40	40	10		9			99
								0
SUBTOTAL	104	88	40	30	49	8	0	319

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan 4. Assist and advise in ranking and recommending projects								
TASK	Sr Tech Resource	Proj. Mgr	Sr Planner	Env. Sci.	GIS Tech	Planner		TOTAL HOURS
Meet with committee	32	40	10					82
Prepare minutes								0
Re-assess projects based on committee input	40	40	10	32	10			132
2nd project ranking	20	40	20		10			90
								0
SUBTOTAL	92	120	40	32	20	0	0	304

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan 5. Develop Escambia County's MYIP								
TASK	Sr Tech Resource	Proj. Mgr	Sr Planner	Env. Sci.	GIS Tech	Planner		TOTAL HOURS
Final Escambia Multi-Year Implementation Plan	40	80	40		16	40		216
								0
SUBTOTAL	40	80	40	0	16	40	0	216

Escambia County Consulting Services for RESTORE Act of 2012, Multi-Year Plan Direct Expenses										
			REPORTS		MEETINGS		PERMITS		TOTAL PROJECT	
ESTIMATED COSTS	RATE		AMT	$	AMT	$	AMT	$	AMT	$
PRINTING										
Xerox (8 1/2" x 11")	$0.05	/EA	2,500	$125.00		$0.00		$0.00	2,500	$125.00
Xerox (11" x 17")	$0.10	/EA	100	$10.00		$0.00		$0.00	100	$10.00
Bluelines	$0.10	/EA		$0.00		$0.00		$0.00	0	$0.00
Sepias/Vellums		/EA		$0.00		$0.00		$0.00	0	$0.00
Dupl Mylars	$5.00			$0.00		$0.00		$0.00	0	$0.00
Computer Plot	$2.50	/EA	100	$250.00		$0.00		$0.00	100	$250.00
Subtotal				$385.00		$0.00		$0.00		$385.00
TRAVEL										
Meetings	0.36	/MI		$0.00		$0.00		$0.00	0	$0.00
Field Trips	0.36	/MI		$0.00		$0.00		$0.00	0	$0.00
Per Diem	$42.00	/DAY		$0.00		$0.00		$0.00	0	$0.00
Lodging	$75.00	/DAY	2	$150.00		$0.00		$0.00	2	$150.00
Fairfax Travel	$800	/TRIP	2	$1,600.00		$0.00		$0.00	2	$1,600.00
Subtotal				$1,750.00		$0.00		$0.00		$1,750.00
MISCELLANEOUS										
Photos - Film	$3.00	/ROLL		$0.00		$0.00		$0.00	0	$0.00
Photos - Processing	$3.00	/ROLL		$0.00		$0.00		$0.00	0	$0.00
Telephone	$25.00	/MON	6.0	$150.00		$0.00		$0.00	6	$150.00
Display Brds	$5.00	/EA		$0.00		$0.00			0	$0.00
Graphic Tape		/FT		$0.00		$0.00		$0.00	0	$0.00
Postage	$50.00	/MON	6.0	$300.00		$0.00		$0.00	6	$300.00
Courier - Ohio	$50.00	/MON		$0.00		$0.00		$0.00	0	$0.00
Subtotal				$450.00		$0.00		$0.00		$450.00
TOTAL DIRECT COSTS				$2,585.00		$0.00		$0.00		$2,585.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6220 **County Administrator's Report 13. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Purchase of County Correctional Department Uniform Contract, PD 13-14.048
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of County Correctional Department Uniforms, PD 13-14.048 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048, between Escambia County and Azar's Uniforms, Inc., for a 3-year Contract, with options for two 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of $132,000, for the purchase of County Corrections Department uniforms.

[Funding: Fund 101, General Fund, Cost Center 290401, Object Code 55201 - $76,000; Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 55201 - $30,000; Fund 175, Transportation Trust, Cost Center 290202, Object Code 55201 - $26,000]

BACKGROUND:

The Office of Purchasing, advertised the Invitation to Bid on April 14,2014, and received three (3) Bids on April 29, 2014, and AZAR's Uniforms is recommended for award.

BUDGETARY IMPACT:

Funding: Fund 101, General Fund, Cost Center 290401, Object Code 55201, $76,000, Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 55201, $30,000, Fund 175, Transportation Trust, Cost Center 290202, Object Code 55201, $26,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Department Director of Corrections Bureau shall serve as the County Administrator's designee, as owner's representative for the Contract Administration and Management of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

agreement

Bid tab

AGREEMENT FOR ESCAMBIA COUNTY
CORRECTIONAL DEPARTMENT UNIFORMS PD 13-14.048

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Azar's Uniforms, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 63-1064592 and whose principal address is 3710 NW Passage, Tallahassee, Florida 32303.

WITNESSETH:

WHEREAS, on April 14, 2014, the County issued an Invitation to Bidders (PD 13-14.048) seeking vendors to provide uniform supplies for the Escambia County Department of Corrections on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such uniform supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Escambia County Correctional Department Uniforms, Specification No. P.D. 13-14.048, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such uniform supplies in accordance with the Contractor's Bid Form, dated April 24, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

10. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. 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: Azar's Uniforms, Inc.	To: Escambia County
Attention: Wayne Cook	Attention: County Administrator
3710 NW Passage	221 Palafox Place, Suite 420
Tallahassee, Florida 32303	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.

13 Governing Law. 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.

14. Public Records. 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. In the event the Contractor 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 Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/23/14

CONTRACTOR: AZAR'S UNIFORMS, INC.

_____
By: C. Mark Azar, President

Date: _____

ATTEST:

By: _____
Corporate Secretary
(SEAL)

INVITATION TO BIDDERS

PURCHASE OF COUNTY CORRECTIONAL DEPARTMENT UNIFORMS CONTRACT

SPECIFICATION NUMBER PD 13-14.048
BIDS WILL BE RECEIVED UNTIL: 10: 30 A.M., CDT, Tuesday, April 29, 2014
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805
LLBoyd@myescambia.com

Technical Assistance:
Whitney C. Lucas
Accountant
Escambia County
Correctional Dept.
2251 N. Palafox St.
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510
wclucas@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.048, "Purchase of County Correctional Department Uniforms Contract)", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

Objective: To select a vendor that can provide a cafeteria plan for the purchase of uniforms and equipment for Escambia County Correctional Department personnel. The selected vendor should be able to provide the desired uniforms at the lowest possible price while also providing an enhanced level of service to the County Correctional Department personnel.

Service Requirement:

1. Establish employee accounts so that sizes can be maintained from year to year. The vendors account system should also be able to monitor employee expenditures ensure that an employee does not over extend their spending limits.

2. Establish a once a year uniform fitting that shall be conducted at the County Correctional Department. New employees have the option of going to the store to be fitted.

3. A list of uniform items will be established, all shirts and trousers will be of the same manufacturer, employees will not be authorized to purchase any other type of shirt or trousers utilizing county money. The list will also contain items not currently available such as belts, boots, windbreaker jackets, polos, job shirts, etc. No substitutions are allowed without prior approval of the Correctional Department Bureau Chief, or his Designee.

4. Delivery time and turnaround time on items returned for errors should be kept to a minimum. Preferably 1-2 weeks.

2. **Procurement Questions**

Procurement questions may be directed to **Lester L. Boyd, Purchasing Specialist,** Tel: (850) 595-4944 or Fax: (850) 595-4805. Technical questions are to be directed to **Whitney C. Lucas, Escambia County Corrections Accountant, Tel: (850) 595-3114, Fax: (850) 595-3510.**

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

5. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

6. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place, Room 204
Pensacola, FL 32502

7. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

8. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

9. **Samples/Demonstrations**

Samples of any product shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by vendor name and solicitation number.**

10. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.
The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.
The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

11. **Compliance with Governing Laws and Regulations**
The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

12. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The Contract my be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. Any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties, upon Approval by the Board of County Commissioners.

The contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Interim Extension of Performance**

After all options have been exercised, and 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 contract for a maximum period of twelve months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

17. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

D. Additional items

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.
The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.

The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

19. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

20. **Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County.

Escambia County reserves the right to increase or decrease estimated quantities as required. The County is not obligated to purchase any minimum or maximum amount during the life of this contract.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Public Records Request)**

If the contractor refuses to 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 contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

24. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

25. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor=s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor=s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractors' deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County=s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.
New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the Certificate holder as follows:

Escambia County
Attention: Lester L Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL. 32502
Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor=s obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor=s insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

26. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs 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 Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 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 made. 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.

UNIFORM SPECIFICATION PLAN

Item Description	Unit	Unit Cost Bid Amount
1 3/4" Black Dutymans Leather Belt W/Silver Buckle	Each	_____
Ladies Spruce Green Pant w/ Black stripe down outside of leg 100% Polyester made by Flying Cross	Each	_____
Men's Shirt 100 % Polyester	Each	_____
Taclite Shirt w. personalization (2 lines) 65 % polyester, 35% cotton button up shirt	Each	_____
Tie Bar (tie clip) color: silver or gold	Each	_____
Ladies Flat Front Pant 65% polyester 35% cotton made by dickies	Each	_____
Men's Relaxed Flat Pants 65% polyester 35% cotton made by dickies	Each	_____
Men's Spruce Green Pant w black stripe on outside of leg 100% Polyester made by Flying Cross	Each	_____
Tactical TDU Pant 65 % Polyester 35% cotton pants	Each	_____
Ladies Blouses 100% Polyester made by Flying Cross	Each	_____
Performance Polo w. personalization (2 lines) 100% Polyester	Each	_____
Mace Holder Black Nylon O/C spray holder for the belt to hold the 2 oz foam spray	Each	_____
CPR DBL Pouch w/ items black nylon holder for all the CPR items, also goes on belt	Each	_____
Nameplate one size, comes in silver or gold	Each	_____
18" Poly Clip On Tie 100 % Polyester	Each	_____
22" Poly Clip On Tie 100% Polyester	Each	_____
Performance Polo w. personalization (2 lines) 100% Polyester	Each	_____
Ultra Jacket, water repellent with stain release properties, black, sip out thinsulate insulation liner	Each	_____
Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather and 1000 denier nylon with slip resistant rubber outsole	Each	_____
Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather and 1000 denier nylon with slip resistant rubber outsole	Each	_____
10" Wellington Boots, pull on, leather	Each	_____
ATAC 6" Shield Boot, full grain leather and nylon, cell foam cushioning, non-metallic shank, puncture resistant midsole, stay tied sausage laces, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 I/75 EH PR certified safety toe	Each	_____
Woman's Oxford, full grain leather, oil resistant rubber all purpose outsole ANSI Approved steel toe	Each	_____
Slip on Shoe, full grain water resistant leather, non-metallic. Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	Each	_____
Windbreaker, peached microfiber with spandex rib neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	Each	_____

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

PURCHASE OF COUNTY
CORRECTIONAL DEPARTMENT
UNIFORMS CONTRACT
SOLICITATION NUMBER: 13-14.048

SOLICITATION

MAILING DATE: April 14, 2014
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, April 29, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-1064592

TERMS OF PAYMENT: NET 30

DELIVERY DATE WILL BE 7-14 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: AZAR'S UNIFORMS
ADDRESS: 3710 NW PASSAGE
CITY, ST. & ZIP: TALLAHASSEE, FL 32303
PHONE NO.: (850) 402-1133
TOLL FREE NO.: ( )
FAX NO.: (850) 514-8005

REASON FOR NO OFFER:

BID BOND ATTACHED $

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest inand to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

WAYNE Cook
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Wayne Cook
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print): C. MARK AZAR - PRESIDENT

Name of Contractor: AZAR'S UNIFORMS

By: [signature] 4-24-14
Signature of Person Authorized to Sign — Date

ATTEST: [signature] 4-24-14
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: [signature] 4-24-14
Witness — Date

ATTEST: Michelle Ashley 4-24-14
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By: _____
County Administrator — Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT B

BID FORM
Specification Number PD 13-14,048
PURCHASE OF COUNTY CORRECTIONAL DEPARTMENT UNIFORMS CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: April 24, 2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Purchase of County Correction Correctional Department Uniforms Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

NO.	ITEM DESCRIPTION	UNIT	TOTAL NUMBER ESTIMATED PER YEAR	ITEM (S) PRICE
1	1 ¾ Black Man Leather Belt, w/Silver Buckle	Each	60	$15.95
2	Ladies Spruce Green Pant, w/Black Stripe down the outside of Leg 100% Polyester made by Flying Cross	Each	400	$29.00
3	Men's Shirt 100% Polyester	Each	400	SS-$28.50 LS-$29.00
4	TacLite Shirt w/Personalization, (2 Lines), 65% Polyester & 35% Cotton Button-up Shirt	Each	500	SS & LS -$45.50 with Star, name, & rank embroidered on shirt
5	Tie Bar, (Tie Clip), Color: Silver or Gold	Each	120	$6.25
6	Ladies Flat Front Pant, 65% Polyester, 35% Cotton made by Dickies	Each	300	$18.00
7	Men's Relaxed Fit Pants, 65% Polyester, 35% Cotton made by Dickies	Each	300	$19.00
8	Men's Spruce Green Pant, w/Black Stripe down the outside of Leg, 100% Polyester made by Flying Cross	Each	400	$29.00
9	Tactical TDU Pant 65% Polyester, 35% Cotton Pants	Each	800	$36.50
10	Ladies Blouses 100% Polyester, made by Flying Cross	Each	450	SS-$28.50 LS-$29.00
11	Performance Polo w/Personalization (2 Lines) 100% Polyester	Each	450	SS-$39.50 LS-$41.00 with star, name, & rank embroidered on shirt
12	Mace Holder Black Nylon O/C Spray Holder for the Belt to hold 2 oz Foam Spray	Each	120	$9.75
13	CPR Double Pouch w/items Black Nylon,(Black Nylon Holder for all the CPR items), also goes on Belt	Each	120	$6.75
14	Name Plate one size comes in Silver or Gold	Each	120	$8.50
15	18" Poly Clip On Tie, 100% Polyester	Each	120	$4.00
16	22" Poly Clip On Tie, 100% Polyester	Each	120	$4.00
17	Performance Polo w/Personalization (2 Lines)	Each	450	SS-$39.50 LS-$41.00 with star, name, & rank embroidered on shirt
18	Ultra Jacket, Water Repellent w/Stain Release properties, Black, zip out with Thinsulate Insulation Liner	Each	20	$105.00
19	Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon with Slip Resistant Rubber Outsole	Each	25	$89.00

20	Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon, with Slip Resistant Rubber Outsole	Each	60	$89.00
21	10" Wellington Boots, Pull on Leather	Each	10	$89.00
22	ATAC 6" Shield Boot, full grain Leather and nylon, cell Foam cushioning, non-metallic shank, puncture resistant midsole, stay tied sausage laces, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 EH PR Certified Safety Toe.	Each	30	$98.00
23	Woman's Oxford, full grain Leather, oil resistant rubber all purpose outsole ANSI Approved steel toe	Each	20	$59.00
24	Slip on Shoe, full grain water resistant Leather, non-metallic, Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	Each	20	$59.00
25	*Windbreaker, peached microfiber with spandex rib* neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	Each	20	$38.00
			TOTAL COST	$990.20

Service:

Return service must be in a reasonable amount of time. If items are received by the purchaser and are altered incorrectly or damaged, Escambia County Correctional Department requires the items to be corrected, or replaced as needed and returned in 5 to 7 business days. Some items may be time sensitive due to special details or funeral services. A local vendor would also reduce the postage or fuel costs to get the items returned.

~~****We will send a UPS return label at our expense for any items that need to be returned because they were altered incorrectly or damaged.~~

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 47-8014977680-7

Occupational License No._____

Type of Contractor's License, Certification and/or Registration N/A
Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes X No_____.

Will your company accept Escambia County Direct

Payment Vouchers? Yes X No_____.

County Permits/Fees required for this project:

Permit	Cost
None Known	

Bidder: Azar's Uniforms

By: Wayne Cook

Signature:_____
Title: General Manager
Address: 3710 NW Passage
Tallahassee, FL 32303

Person to contact concerning this bid:
Wayne Cook
Phone/Toll Free/Fax # 850-402-1133 Office
850-514-8005 Fax
E-Mail Address: wcook@azarsuniforms.com
Home Page Address: www.azarsuniforms.com

Person to contact for emergency service:
Wayne Cook

Phone/Cell/Pager #: 850-443-4924

Person to contact for disaster service:
Wayne Cook
Home Address: 106 Parkside Cir
Crawfordville, FL 32303
Home Phone/Cell/Pager #: 850-443-4924

Names and addresses of proposed subcontractors to be utilized for work on this project:
1. None
2.
3.
4.

Purchasing Agreements with Other Governmental Agencies
Accept provisions of purchase agreement with other governmental agencies [X] Yes [ ] No

Signature: W Cook

UNIFORM SPECIFICATION PLAN

Item Description	Unit	Unit Cost Bid Amount
1 3/4" Black Dutymans Leather Belt W/Silver Buckle	Each	$15.95
Ladies Spruce Green Pant w/ Black stripe down outside of leg 100% Polyester made by Flying Cross	Each	$29.00
Men's Shirt 100 % Polyester	Each	SS-$26.50 LS-$29.00
Tactite Shirt w. personalization (2 lines) 65 % polyester, 35% cotton button up shirt	Each	SS & LS -$45.50
Tie Bar (tie clip) color: silver or gold	Each	$8.25
Ladies Flat Front Pant 65% polyester 35% cotton made by dickies	Each	$18.00
Men's Relaxed Flat Pants 65% polyester 35% cotton made by dickies	Each	$19.00
Men's Spruce Green Pant w black stripe on outside of leg 100% Polyester made by Flying Cross	Each	$29.00
Tactical TDU Pant 65 % Polyester 35% cotton pants	Each	$36.00
Ladies Blouses 100% Polyester made by Flying Cross	Each	SS-$26.50 LS-$29.00
Performance Polo w. personalization (2 lines) 100% Polyester	Each	SS-$39.50 LS-$41.00
Mace Holder Black Nylon O/C spray holder for the belt to hold the 2 oz foam spray	Each	$9.75
CPR DBL Pouch w/ items black nylon holder for all the CPR items, also goes on belt	Each	$6.75
Nameplate one size, comes in silver or gold	Each	$8.50
18" Poly Clip On Tie 100 % Polyester	Each	$4.00
22" Poly Clip On Tie 100% Polyester	Each	$4.00
Performance Polo w. personalization (2 lines) 100% Polyester	Each	SS-$39.50 LS-$41.00
Ultra Jacket, water repellent with stain release properties, black, sip out thinsulate insulation liner	Each	$105.00
Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather and 1000 denier nylon with slip resistant rubber outsole	Each	$89.00
Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather and 1000 denier nylon with slip resistant rubber outsole	Each	$89.00
10" Wellington Boots, pull on, leather	Each	$89.00
ATAC 6" Shield Boot, full grain leather and nylon, cell foam cushioning, non-metallic shank, puncture resistant midsole, stay tied sausage laces, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 I/75 EH PR certified safety toe	Each	$98.00
Woman's Oxford, full grain leather, oil resistant rubber all purpose outsole ANSI Approved steel toe	Each	$59.00
Slip on Shoe, full grain water resistant leather, non-metallic. Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	Each	$59.00
Windbreaker, peached microfiber with spandex rib neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	Each	$38.00

BID TABULATION SHEET
PURCHASE OF COUNTY CORRECTIONAL DEPARTMENT UNIFORMS PD# 13-14.048

	Azar's Uniforms	Bob Barker Company Inc.	Prison Rehabilitative Industries & Diversied Enterprises, Inc. dba: PRIDE Enterprises
Solicitation Offer and Award Form (Cover Sheet Acknowledgement	X	X	X
Bid Form	X	X	X
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes	X	X	X
Drug Free Workplace	X	X	X
Information Sheet for Transaction & Conveyances Corporation ID	X	X	X
Certificate of Authority to do Business in the State of Florida and/or Certificate of Insurance X		X	X
Written Opinion of an Attorney from a Foreign State as to Bid Preferences	X	X	X

NO.	ITEM DESCRIPTION	UNIT	TOTAL NUMBER ESTIMATED PER YEAR	ITEMS PRICE		
1	1 ¼ Black Man Leather Belt, w/Silver Buckle	Each	60	$15.95		$16.00
2	Ladies Spruce Green Pant, w/Black Stripe down the outside of Leg 100% Polyester made by Flying Cross	Each	400	$29.00		
3	Men's Shirt 100% Polyester	Each	400	SS-$26.50 LS-$29.00		
4	TacLite Shirt w/Personalization, (2 Lines), 65% Polyester & 35% Cotton Button-up Shirt	Each	500	SS & LS $45.50 with Star, name & rank embroidered on shirt	$32.77	
5	Tie Bar, (Tie Clip), Color: Silver or Gold	Each	120	$6.25		
6	Ladies Flat Front Pant, 65% Polyester, 35% Cotton made by Dickies	Each	300	$18.00		$22.00
7	Men's Relaxed Fit Pants, 65% Polyester, 35% Cotton made by Dickies	Each	300	$19.00		$22.00
8	Men's Spruce Green Pant, w/Black Stripe down the outside of Leg, 100% Polyester made by Flying Cross	Each	400	$29.00		
9	Tactical TDU Pant 65% Polyester, 35% Cotton Pants	Each	800	$36.50	$29.77	XS-XL $20.10 2X-3X $22.70
10	Ladies Blouses 100% Polyester, made by Flying Cross	Each	450	SS-$26.50 LS-$29.00	SS-$39.50 LS- $41.00	
11	Performance Polo w/Personalization (2 Lines) 100% Polyester	Each	450	SS-$39.50 LS-$41.00 with star, name & rank embroidered on shirt	$29.22	XS-XL $31.00 2X-3X $33.00
12	Mace Holder Black Nylon O/C Spray Holder for the Belt to hold 2 oz Foam Spray	Each	120	$9.75		
13	CPR Double Pouch w/Items Black Nylon.(Black Nylon Holder for all the CPR Items), also goes on Belt	Each	120	$6.75		
14	Name Plate one size comes in Silver or Gold	Each	120	$8.50		
15	18" Poly Clip On Tie, 100% Polyester	Each	120	$4.00		
16	22" Poly Clip On Tie, 100% Polyester	Each	120	$4.00		
17	Performance Polo w/Personalization (2 Lines)	Each	450	SS-$39.50LS-$41.00 with star, name & rank embroidered on shirt	$29.22	
18	Ultra Jacket, Water Repellent w/Stain Release properties, Black, zip out with Thinsulate Insulation Liner	Each	20	$105.00		
19	Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon with Slip Resistant Rubber Outsole	Each	25	$89.00		
20	Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon, with Slip Resistant Rubber Outsole	Each	60	$89.00		
21	10" Wellington Boots, Pull on Leather	Each	10	$89.00		
22	ATAC 6" Shield Boot, full grain Leather and nylon, cell Foam cushioning, non-metallic shank, puncture resistant midsole, stay tied sausage laces, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 EH PR Certified Safety Toe.	Each	E	$98.00		
23	Women's Oxford, full grain Leather, oil resistant rubber all purpose outsole ANSI Approved steel toe	Each	20	$53.00		
24	Slip on Shoe, full grain water resistant Leather, non-metallic, Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	Each	20	$59.00		
25	Windbreaker, peached microfiber with spandex rib neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	Each	20	$38.00		
	TOTAL COST			$990.20	$120.98	$60.00

On 4/29/2014 Bids opened by Lester L. Boyd, Purchasing Specialist.
Witnessed by: Cynthia Smith, RMLO
Tabulated by : Cynthia Smith

CAR	BCC
DATE	DATE
6/3/2014	6/3/2014

To award a Contract to: Azar's Uniforms
Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.
Posted: Monday, May 5, 2014 @ 4:15 p.m.,CDT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6289 **County Administrator's Report 13. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: PD 13-14.053 Lubrication Products, AntiFreeze and Brake Fluid Contract
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lubrication Products, Antifreeze and Brake Fluid Specifications Contract, PD 13-14.053 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a one-year Indefinite Quantity, Indefinite Delivery Contract, with options for two 12-month extension periods, for a term not to exceed 42 months, for an estimated annual amount of $80,000, for the Lubrication Products, Antifreeze and Brake Fluid Specification Contract, PD 13-14.053, and approve the Agreement for Products PD 13-14.053 between Escambia County and R.K. Allen Oil Company, Inc.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55201 - $50,000; Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 55201 - $30,000]

BACKGROUND:

The Office of Purchasing, advertised the Invitation to Bid on April 21, 2014, and received two (2) Bids, and one (1) No Bid, on May 13, 2014, and the Bid was recommended to be awarded to R. K. Allen Oil Company, Inc. the most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55201, $50,000, Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 55201, $30,000

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Director Road Department/ Fleet Maintenance shall serve as the County Administrator's designee, as owner's representative for the Contract Administration and Management of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Bid Tab
agreement
Determination to Award

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract BID # PD 13-14.053								
Bid Opening Time: 10:30 a.m., CDT Bid Opening Date: **5/13/14** **Pre-Bid Mtg: 5/6/13 @ 10:30** Bid Opening Location: Pur Conf Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida/ Certificate of Insurance	Acknowledgement of Addendums		
The McPherson Companies, Inc.	Yes	N/A	Yes	Yes	Yes	Yes	Yes		
Davison Fuels and Oil 8450 Tanner Williams Rd Mobile, AL 36608	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**No Bid**		
R. K. Allen Oil Co.	Yes	N/A	Yes	Yes	Yes	Yes	Yes		
BIDS OPENED BY:	**Lester L. Boyd, Purchasing Specialist** DATE: **May 21, 2014**								
BIDS TABULATED BY:	**Cynthia Smith, RMLO** DATE: **May 21, 2014**								
BIDS WITNESSED BY:	**Cynthia Smith, RMLO** **DATE: May 21, 2014**								

CAR DATE 6/26/2014 **BOCC DATE** 6/26/2014

The Committee recommends to the BCC: To award R.K. Allen Oil Company" the contract for the Lubrication Products, Anti-Freeze and Brake Fluids Specifications Contract; PD# 13-14.053 as per Scope of Work.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

LLB/crs

Posted: 10:00 a.m., CDT, Wednesday, May 21, 2014

AGREEMENT FOR PRODUCTS PD 13-14.053

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and R.K. Allen Oil Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 63-0787538 and whose principal address is 723 West Main Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, on April 21, 2014, the County issued an Invitation to Bidders (PD 13-14.053) seeking vendors to provide specified products on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional twelve (12) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of four (4) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for lubrication products, antifreeze, and brake fluid, Specification No. P.D. 13-14.053, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated May 13, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

10. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. 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: R.K. Allen Oil Company, Inc.	To: Escambia County
Attention: Larry Dye	Attention: County Administrator
723 West Main Street	221 Palafox Place, Suite 420
Pensacola, Florida 32502	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.

13 Governing Law. 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.

14. Public Records. 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. In the event the Contractor 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.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

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.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/23/11

CONTRACTOR: R.K. ALLEN OIL COMPANY, INC.

_____
By: R.K. Allen, President

Date: _____

ATTEST:

By: _____
Corporate Secretary
(SEAL)

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID CONTRACT

SPECIFICATION CONTRACT NUMBER PD 13-14.053
BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Tuesday, May 13, 2014
A Pre-Solicitation Conference will be held at1030 A.M., CDT, Tuesday, May 6, 2014,
Office of Purchasing, 2nd Floor, Room 11.407, 213 Palafox Place, Pensacola, FL 32502

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson IV
Gene M. Valentino

From:
Claudia Simmons, Chief, Purchasing

Procurement Assistance:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance:
Monty Musser
Fuel Manager
Fleet Maintenance
Road Department
601 Hwy 297A
Cantonment, FL 32533
Phone: (850) 937-2134
Fax: (850) 937-2136

Technical Assistance:
Terry Gray
Fleet Maintenance, Mgr.
Fleet Maintenance
Road Department
601 Hwy 297A
Cantonment, FL 32533
Phone: (850) 937-2123
Fax: (850) 937-2129

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

SCOPE OF WORK

Contract Period: May 13, 2014 through May 13, 2015

Routine deliveries will be necessary as notified by Escambia County. Products on the qualified list will be available for **delivery or pickup within forty-eight hours** of receipt of notification from Escambia County Fuel Distribution.

The County will receive all **sample products and specifications no later than the pre-bid meeting at 10:30 a.m., CDT on Tuesday, May 6, 2014.** The County will make the final decision as to what qualifies. Only the successful vendor's supply list will be the qualified products. Only premium products will be acceptable. No re-refined oils will be approved for use.

The County may ask that additional products be added during the term of the contract. The prices quoted on those products are to be added to the contract and run the same term as the original contract.

Bidders will submit unit prices for each product in all available container sizes. Container sizes include pint, quart, gallon, pail (5 gallon bucket), keg (16 gallon drum), barrel (55 gallon drum), and tube (14-16 ounce for grease guns). If a product is not offered in a particular container size, then that price will not be required for that container size. Bulk prices will be per gallon cost. The various product sizes listed without a quantity should be given a unit price on the Bid Form. Those sizes are not being used at this time but may be required during the term of the contract.

1. Motor oil, Multi-Service
Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CF-2,CJ-4 and SN. Shall meet or exceed industrial specifications (as applicable) Caterpillar CD/TO-2 and TO-4 and GMC Allison and C-4. May be SAE low, 30, 40, 50 and/or 15w40 viscosity grades

Annual usage estimate:

15w40	Bulk: 5,OOO gallons
15w40	Barrels (55 GL Drum): 4
30wt	Barrels (55 GL Drum): 1
50wt	Barrels (55 GL Drum): 1

Approved MULIT-GRADE Products:
Cit guard 700/700 Plus
Delo 400 LE
Shell Rotella T
Union 76 Guardol ECT
76 Fleet Supreme
Approved MONO-GRADE products:
Citguard 600

Mobil Delvac 1600 Series
Union 76 Guardol QLT

2. Motor oil, High Performance Detergent
Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CI4, and SN. May be SAE 30wt, 5w20, 5w30, IOw30, 10w40, and/or 20w50 viscosity grades.

Annual usage estimate:			Approved Products:
			Chevron Supreme/ Texaco Havoline Oils
30w	Quarts	200	
5w20	Quarts	220	Citgo Superguard/Synthetic
5w20 syn	Quarts	300	Eneos synthetic
5w30	Quarts	200	Union 76 Super
10w30	Quarts		Union 76 Super Synthetic Blend
10w40	Quarts		Mobil Super
20w50	Quarts (API SM)		Mobil Clean

3. Hydraulic oil, AW Universal
Shall meet or exceed industrial specifications Abex Denison HF-0, HF-1, and HF-2; Cincinnati Milacron P-68, P-69, and P-70; and Vickers M2950S and 1-286-S. Shall meet or exceed military specifications MIL-H-46001C. Shall be an ISO grade 46 or 68 (as applicable). Shall have a natural viscosity index of at least 95. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:	Approved Products:
Bulk 250	Chevron Hydraulic Oils A W
Barrel 1	Citgo A W Hydraulic Oils
Pail	Mobile Hydraulic A W Series
	Union 76 Unax AW

4. Hydraulic oil. High Dielectric
Shall be a special high dielectric (insulating) fluid designed specifically for use in mobile hydraulic systems on aerial lift bucket trucks and fire fighting lift bucket trucks, Shall meet or exceed general performance requirements of major pump manufacturers in piston, vane, and gear pumps. Shall have a minimum dielectric strength (A STM 0-977) 35 KV. Shall have a viscosity index of at least 140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives and pour depressant.

Annual usage estimate:	Approved Products:
Barrels (55 GL Drum) 2	CP Hydraulic Fluid
	Kendal Hyken Golden MV Hydraulic
	Texaco Rando HDZ 32
	Union 76 Unax AW-WR (ISO 22)

5. Hydraulic Oil 10wt
Shall be formulated to meet the Caterpillar TO-4 specification as well as the Allison C-4 requirements for transmission and drive train fluids. Must also meet Eaton Fuller transmission and Komatsu-Dresser Equipment hydraulic specification. Must be available in SAE viscosity grade 10W.

Annual usage estimate	Approved Products:
Barrels (55 GL Drum): 5	Shell Donax TC 10wt
	Chevron Drive Train Fluids, 10,30, & 50

6. Hydraulic oil. Tractor Hydraulic Fluid
Shall meet or exceed the following equipment manufacturer's specifications, Allis Chalmers PF821; J1 Case JIC-\43 TFD, JIC-\44 TCH, JIC-185 Hi Vis; John Deere J20A; Ford M2C53A, M2C134C; and Massey Ferguson M1127. Shall have a minimum natural viscosity index of 130. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:	Approved Products:
Bulk: 1,000 gallons	Chevron 1000 THF
Barrels (55 GL Drum) 4	Citgo Transguard Tractor Hydraulic
Pails (5 GL Bucket): 2	Union 76 Tractor Hydraulic Fluid

7. Hydraulic oil, Bio-Degradable
Shall be an equal to brand Mobil EAL224.

Annual usage estimate:	Approved Products:
Barrels (55 GL Drum): 2	Mobil EAL 224 H
	Clarity Synthetic

8. Gear Lubricant Universal
Shall meet or exceed API service classifications GL4 and GL5. Shall meet or exceed military specification MIL-L-2105C & D. Shall meet or exceed equipment specification Mac GO-G. Shall meet lubricant requirements of limited slip differentials for partial fill basis. Shall be SAE grade 80w90 or 85w 140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:	Approved Products:
Barrels (55 GL 400 LB Drum): 4	Chevron RPM Universal Gear Lubricant
Pails (5 GL 35 LB Bucket): 4	Citgo Premium Gear Oil
	Mobilube HD Plus 80w90, 80w140
	Union 76 MP Gear Lube

9. Automatic Transmission Fluid
Shall meet or exceed the requirements of U.S. and import car, van, and truck automatic transmissions, power shift types of service requiring an approved and licensed GM DEXRON III and MERCON V automatic transmission fluid .

Annual usage estimate:	Approved Products:
Bulk 200	Chevron Multi-Vehicle ATF
	Citgo Transgard Mercon V, DexronVI ATF
	Mobil Multi Purpose ATF
	76 Mercon®V ATF,Dexron®-VI ATF

10. *Synthetic Manual Transmission Lubricant*
For use in Mack truck transmissions. Shall meet or exceed equipment specification Mack TO-A PLUS. Shall meet manufacturer's specifications Meritor 0-81 and Spicer MS-961-T. Shall be equal to brand Mobiltrans SHC 50 SAE 50.

Annual usage estimate:	Approved Products:
Barrels (55 GL Drum): 2	Kendall® SHP Synthetic Transoil 50
Pails (5 GL Bucket): 2	Citgo Synthetic Gear Lube SAE 50
	Mobil SHC 50
	Union 76 Triton Synthetic Gear Lube CD-50
	Texaco Syn-Star TL50

11. Synthetic Automatic Transmission Fluid
Shall meet or exceed the requirements of U.S. Allison truck automatic transmissions, TES 295, 389,and 468 on highway specifications, and TES 353 and 439 off highway specifications.power shift types of service requiring an approved and licensed synthetic automatic transmission fluid .

Annual usage estimate:	Approved Products:
	On Highway
Barrels (55 GL Drum):3	Castrol TranSynd
	Mobil Delvac Synthetic ATF™
	Shell Spirax S6 ATF A295™
	Off Highway
	76® HT/4 Fluid
	Rotella T3™
	Castrol TranSynd RD

12. Antifreeze/Summer Coolant
Shall meet or exceed SAE Standard J 1 034 and J 1941. Shall meet or exceed ASTM D4985 specifications for Ethylene Glycol Base Engine Coolant. Shall meet or exceed equipment specification Cummins 85T8-2 and 90T8-4. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-302.

Annual usage estimate:	Approved Products:
Bulk: gallons	Shellzone
Barrels (55 GL Drum):	Texaco Anti-freeze coolant
Gallons: 200	

13. Antifreeze/Summer Coolant, Extended Life
Shall meet equipment specifications CAT EC-1, Detroit Diesel 7SE-298, Cummins Service Bulletin 3666286. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-329. Shall meet or exceed ASTM 4985. Shall be compatible to mix with other similar brands of extended life coolants.

Annual usage estimate:	Approved Products:
Barrels (55 GL Drum): 2 (concentrate)	Delo Extended Life Coolant System
Gallons: 200 (50/50 mix)	Shell Rotella ELC

14 .Brake Fluid
Shall be suitable for use in both disc and drum brake systems, DOT compliant to DOT 3, DOT 4 testing specifications, compatible with all other manufacturers DOT compliant brake fluid, as well as being registered and approved in all States with such requirements.

Annual usage estimate:	Approved Products:
Quarts: 60	Pride
Gallons: 6	Warren HD Dot 3

15. Synthetic Grease Lubricant
For use in Elgin sweepers. Shall be a lithium complex grease NGLI-00. Shall be equal to brand Mobilith SHC 007.

Annual usage estimate	Approved Products:
Pails (5 GL/35 LB Bucket): 4	Mobilith SHC 007

16. Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2
Shall meet or exceed specifications ASTM D4950. Shall be a NGLI-GC-LB lubricant. Shall contain rust and oxidation inhibitors and be water resistant. Shall meet or exceed manufacturer's general requirements for lubrication of high-speed wheel bearings, universal joints, chassis grease points, 5th wheels, and trailer landing gears.

Annual usage estimate	Approved Products:
Barrels: (55 GL/400 LB Drum) 4	Chevron Delo Greases
Kegs: (16 GL/120 LB Drum) 1	Kendall SHP
Pail: (5 GL/35 LB Bucket)	Union 76 Multiplex Red
Tubes: 300	

17. Power Steering Fluid
Shall be a petroleum hydrocarbon product. ACGIH, TLV (ppm) 5; OSHA, PELS (ppm) 5; NIOSH, TWA (ppm) 5; Grade: B150; and Viscosity: 29.5 cst @ 40c.

Annual usage estimate	Approved Products:
	Pride
Quarts 60	

18. Chain Bar Oil
Lubricant must be designed especially for the lubrication of bar and chains on chain saws and open/ enclosed chains on other outdoor equipment. Must be formulated with additives to assure excellent performance, displaying high load-carrying capacity and good adhesion to minimize oil throw off.

Annual usage estimate	Approved Products:
Single Gallons : 96	Logger's Pride (Davison Oil)
	Itasca (Warren Oil)

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

SOLICITATION NUMBER: PD 13-14.053
LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID CONTRACT

SOLICITATION MAILING DATE: 04/21/2014
PRE-BID CONFERENCE: 10:30 A.M. CDT, Tuesday, May 6, 2014, Office of Purchasing, 2nd Floor, Room 11.407, 213 Palafox Place, Pensacola, FL 32502
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M. CDT, Tuesday, May 13, 2014, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-0787538

TERMS OF PAYMENT: Net 30 Days

DELIVERY DATE WILL BE 1 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: R.K. Allen Oil Company

ADDRESS: 723 West Main Street

CITY, ST. & ZIP: Pensacola, FL. 32502

PHONE NO.: (850) 433-6515

TOLL FREE NO.: (800) 445-5823

FAX NO.: (850) 435-7802

REASON FOR NO OFFER:

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Larry V. Dye Plant manager
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

Larry V. Dye
SIGNED BY PERSON AUTHORIZED TO SIGN OFFER (MANUAL

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Tale of Signer (Type or Print)

Name of Contractor

By _____ Signature of Person Authorized to Sign _____ Date

ATTEST _____ Corporate Secretary _____ Date

[CORPORATE SEAL]

ATTEST: _____ Witness _____ Date

ATTEST: _____ Witness _____ Date

ESCAMBIA COUNTY FLORIDA

Name and Tale of Signer (Type or Print)

By _____ County Administrator _____ Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT
B

LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID CONTRACT

SPECIFICATION NUMBER 13-14.053

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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BID FORM
PD 13-14.053

Lubrication Products, Anti-Freeze, and Brake Fluid Contract

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 5-13-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Lubrication Products, Anti-Freeze and Brake Fluid Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

	QUANTITY		DESCRIPTION		UNIT PRICE	
Product	**Proposed Brand**	**Pkg Size**	**Unit Price**		**Estimated Yearly Usage**	**Estimated Yearly Cost**
1. **Motor Oil, Multi-Service**						
Brand 15W40	Chevron	Bulk	$ 7.69 /Gal		5,000 Gal	$ 38,450.00
		55 Gal	$422.95/Barrel		4 Barrels	$ 1,691.80
		Qt	$ 3.00 /Qt			
30 Wt	Chevron	Bulk	$ 9.00 /Gal			
		55 Gal	$522.50/Barrel		1 Barrels	$ 1,045.00
		Qt	$ 3.25 /Qt			
50 Wt	Chevron	Bulk	$ 10.00 /Gal			
		55 Gal	$550.00/Barrel		1 Barrels	$ 550.00
		Qt	$ N/A /Qt			
2. **Motor oil, High Performance/Detergent**						
Brand 30 Wt	Chevron	Bulk	$ 9.00 /Gal			
		55 Gal	$495.00/Barrel			
		Qt	$ 3.00 /Qts		200Qts	$ 600.00
5W20	Chevron	Bulk	$ 7.00 /Gal			
		55 Gal	$385.00/Barrel			
		Qt	$ 2.75 /Qts		220Qts	$ 605.00
5W20 Synthetic	Chevron	Bulk	$ 12.50 /Gal			
		55 Gal	$690.00/Barrel			
		Qt	$ 6.00 /Qts		300 Qts	$ 1320.00
5W30	Chevron	Bulk	$ 7.00 /Gal			
		55 Gal	$385.00/Barrel			
		Qt	$ 2.75 /Qt		200 Qts	$ 550.00
10W30	Chevron	Bulk	$ 7.00 /Gal			
		55 Gal	$ 385.00/Barrel			
		Qt	$ 2.75 /Qt		Qts	$ 2.75

Continued (Page 2 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specificatiion Number PD 13-14.053

10W40 Chevron	Bulk	$ 7.00 /Gal		
	55 Gal	$ 385.00 /Barrel		
	Qt	$ 2.75 /Qt	Qts	$ 2.75
20W50 APIS SM	Bulk	$ 7.00 /Gal		
	55 Gal	$ 385.00 /Barrel		
	Qt	$ 2.75 /Qt	Qts	$ 2.75

3. Hydraulic Oil, AW Universal
Brand Chevron

Bulk	$ 5.40 /Gal	250 Gal	$ 1350.00
55 Gal	$ 300.00 /Barrel	1 Barrels	$ 300.00
5 Gal	$ 30.00 /Pail		

4. Hydraulic Oil, High Dielectric
Brand Chevron Rando
AW

Bulk	$ 11.55 /Gal		
55 Gal	$ 635.00 /Barrel	2 Barrels	$ 1270.00
5 Gal	$ 60.00 /Pail		

5. Hydraulic Oil, 10 WT
Brand Chevron

Bulk	$ 9.00 /Gal		
55 Gal	$ 495.00 /Barrel	5 Barrels	$ 2475.00
5 Gal	$ 48.00 /Pail		

6. Hydraulic Oil, Tractor Hydraulic Fluid
Brand Chevron

Bulk	$ 6.00 /Gal	1000 Gal	$ 6000.00
55 Gal	$ 357.50 /Barrel	4 Barrels	$ 1430.00
5 Gal	$ 35.00 /Pail	2 Pails	$ 70.00

7. Hydraulic oil, Bio-Degradable
Brand Chevron

Bulk	$ 14.50 /Gal		
55 Gal	$ 797.50 /Barrel	2 Barrels	$ 1595.00
5 Gal	$ 50.00 /Pail		

8. Gear Lubricant, Universal
Brand Chevron

55 Gal	$ 540.00 /Barrel	2 Barrels	$ 1080.00
16Gal	$ 180.00 ~~/Keg~~ Key	2 Pails	$ 102.00
5 Gal	$ 51.00 /~~Keg~~ pail		

9. Automatic Transmission Fluid
Brand Chevron

Bulk	$ 13.20 /Gal	200 Gal	$ 2640.00
55 Gal	$ 748.00 /Barrel		
Qts	$ 3.75 /Qt		

Continued (Page 3 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specification Number PD 13-14.053

10. Manual Transmission Fluid Synthetic
Brand Chevron / Texaco TL 50

Bulk	$ 27.00 /Gal		
55 Gal	$ 150.00 /Barrel	2 Barrels	$ 3,000.00
Qts	$ 140.00 /Pail	2 Pails	$ 280.00

11. Automatic Transmission Fluid Synthetic
Brand Mobil

55 Gal	$ 2035.00 /Barrel	3 Barrel	$ 6105.00
5 Gal Bucket	$ 200.00 /Pail	2 Pail	$ 400.00
Qts	$ N/A /Qt		

12. Antifreeze/Summer Coolant
Brand Texaco

Bulk	$ 7.50 /Gal		
55 Gal	$ 412.50 /Barrel		
Gal	$ 7.50 /Gal	200 Gal	$ 1500.00

13. Antifreeze/Summer Coolant, Extended Life
Brand Chevron Delo

Bulk	$ 9.75 /Gal		
55 Gal (Conc.)	$ 534.00 /Barrels	3 Barrels	$ 1608.00
Gal (50/50mix)	$ 7.50 /Gal	200 Gal	$ 1500.00

14. Brake Fluid
Brand Warren

Gal	$ 14.00 /Gal	6 Gal	$ 84.00
Qts	$ 4.50 /Qt	96 Qt	$ 432.00
Oz Btl	$ 2.00 /Btl		

15. Synthetic Grease Lubricant
Brand Mobil

16 Gal	$ 720.00 /Keg		
5 Gal	$ 225.00 /Pail	4 Pails	$ 900.00

16. Chassis Lubricant, High Performance, Extreme Pressure
Brand Chevron

55 Gal	$ 834.00 /Barrel	4 Barrels	$ 3336.00
16 Gal	$ 262.20 /Keg	1 Kegs	$ 262.20
5 Gal	$ 76.50 /Pail		
Tubes	$ 2.02 /Tube	300Tubes	$ 606.00

17. Power Steering Fluid
Brand Havoline

Qt	$ 3.70 /Qt	60 Qts	$ 222.00

18. Chain Bar Oil
Brand Warren

Gal (Singles)	$ 7.00 ~~/Barrel~~ gals. each.	96 Gallons	$ 672.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number 847651

Occupational License No. 613197

Bidder: R.K. Allen Oil Co.

By: Larry V. Dye

Signature: Larry V. Dye

Title: Plant Manager

Address: 723 West Main St.
Pensacola, FL. 32502

Person to contact concerning this bid:
Larry V. Dye

Phone/Toll Free/Fax # 850-435-7802

E-Mail Address: larry@rkallenoil.com

Home Page Address: RKAllenOil.com

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes X No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____ No X.

Person to contact for emergency service:
Larry V. Dye

Phone/Cell/Pager #: 850-777-4430

County Permits/Fees required for this project:

Permit	Cost
None Known	

Person to contact for disaster service:
Larry V. Dye

Home Address: 3194 Lake Suzanne Dr.
Cantonment, FL. 32533

Home Phone/Cell/Pager #: 850-968-0583

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3. N/A

4.

Purchasing Agreements with Other Governmental Agencies
Accept provisions of purchase agreement with other governmental agencies [X] Yes [ ] No

Signature: Larry V. Dye

I have attached the spreadsheet tabulations on both vendors for Bid CONTRACT PD 13-14.053. Upon examination/review of the submittals, I found:

- Both vendors had one error in price extension
- RK Allen submitted one product not on approved list(highlighted yellow on spsht)
- McPherson submitted several products not on approved list(highlighted yellow on spsht)
- McPherson submitted a "no bid" on one product

After considering all this, I found the one product from RK Allen (Havoline Brand of Power Steering Fluid) a premium product compared to our approved list. Of the products submitted by McPherson, there were five that were specifically declined in the Addendum #1, and there was the "no bid" on one product. For those reasons, I would consider RK Allen the most responsive bidder, if that is acceptable/allowable to the Office of Purchasing.

Terry Gray
Fleet Division Manager,
Public Works Infrastructure
Office.... 850.937.2123
Cell..... 850.554.2912
Fax.... 850.937.2129
Email twgray@myescambia.com
myescambia

Cynthia R Smith

From: Lester L. Boyd
Sent: Wednesday, May 21, 2014 10:15 AM
To: Cynthia R Smith
Subject: FW: CONTRACT PD 13-14.053

Cynthia F.Y.I., Lester.

From: Terry W Gray
Sent: Friday, May 16, 2014 10:28 AM
To: Lester L. Boyd
Subject: RE: CONTRACT PD 13-14.053

Thank you, Lester!

From: Lester L. Boyd
Sent: Friday, May 16, 2014 10:26 AM
To: Terry W Gray
Cc: Cynthia R Smith; Angie B. Holbrook; Claudia A. Simmons
Subject: RE: CONTRACT PD 13-14.053

Terry good morning,
Thank you for all of your very time consuming and a most difficult Review of the PD 13-14.053 Vendor's Bid List. I will have the record to show that your Vendor Selection was (R K Allen Oil Co.),
and finalize the selection process.

I will proceed to initiate the Recommendation to the Board as scheduled, and Notify (R K Allen Oil Company) that they were your Selection.

Respectfully yours,

Lester L. Boyd
Purchasing Specialist
VISA Card Program Administrator
Escambia County Board of County Commissioners
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBoyd@myescambia.com

From: Terry W Gray
Sent: Friday, May 16, 2014 9:32 AM
To: Lester L. Boyd
Subject: CONTRACT PD 13-14.053

Good Morning, Lester

VENDORS

Product	Description	Proposed Brand	Package Size	Unit Price	RK ALLEN OIL CO. Estimated Yearly Usage		Estimated Yearly Cost
1	Motor oil, Multi-Service						
	15w40 Bulk:	Chevron	Bulk	$7.69	5000	Gal	$38,450.00
	15w40 Barrels (55 GL Drum): 4		55 Gal	$422.95	4	Barrels	$1,691.80
			Quarts	$3.00			
	30wt Barrels (55 GL Drum): 1		Bulk	$9.00			
			55 Gal	$522.50	1	Barrel	$522.50
			Quarts	$3.25			
	50wt Barrels (55 GL Drum): 1		Bulk	$10.00			
			55 Gal	$550.00	1	Barrel	$550.00
			Quarts	N/A			
2	Motor oil, High Performance Detergent						
	30w	Chevron	Bulk	$9.00			
			55 Gal	$495.00			
			Quarts	$3.00	200	Quarts	$600.00
	5w20	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75	220	Quarts	$605.00
	5w20 syn	Chevron	Bulk	$12.50			
			55 Gal	$690.00			
			Quarts	$6.00	300	Quarts	$1,800.00
	5w30	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75	200	Quarts	$550.00
	10w30	Chevron	Bulk	$7.00			

			55 Gal	$385.00			
			Quarts	$2.75			
	10w40	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75			
	20w50	9i	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75			
3	Hydraulic oil, AW Universal						
		Chevron	Bulk	$5.40	250	Gal	$1,350.00
			55 Gal	$300.00	1	Barrel	$300.00
			5 Gal Pail	$30.00			$0.00
4	Hydraulic oil. High Dielectric						
		Chevron Rando	Bulk	$11.55			
			55 Gal	$635.00	2	Barrels	$1,270.00
			5 Gal Pail	$60.00			
5	Hydraulic Oil 10wt						
		Chevron	Bulk	$9.00			
			55 Gal	$495.00	5	Barrels	$2,475.00
			5 Gal Pail	$48.00			
6	Hydraulic oil. Tractor Hydraulic Fluid						
		Chevron	Bulk	$6.00	1,000	Gal	$6,000.00
		Chevron	55 Gal	$357.50	4	Barrels	$1,430.00
		Chevron	5 Gal Pail	$35.00	2	Pails	$70.00
7	Hydraulic oil, Bio-Degradable						
		Chevron	Bulk	$14.50			
			55 Gal	$797.50	2	Barrels	$1,595.00
			5 Gal Pail	$50.00			
8	Gear Lubricant Universal						
		Chevron	55 Gal	$540.00	2	Barrels	$1,080.00
		Chevron	16 Gal	$180.00			

			5 Gal Pail	$51.00	2	Pails	$102.00
9	Automatic Transmission Fluid						
		Chevron	Bulk	$13.20	200	Gal	$2,640.00
			55 Gal	$748.00			
			Quarts	$3.75			
10	Manual Transmission Fluid Synthetic						
		Chevron-Texaco	Bulk	$27.00			
		TL-50	55 Gal	$1,500.00	2	Barrels	$3,000.00
			5 Gal Pail	$140.00	2	Pails	$280.00
11	Automatic Transmission Fluid Synthetic						
		Mobil	55 Gal	$2,035.00	3	Barrels	$6,105.00
			5 Gal Pail	$200.00	2	Pails	$400.00
			Quarts	N/A			
12	Antifreeze/Summer Coolant						
		Texaco	Bulk	$7.50	200	Gal	$1,500.00
			55 Gal	$412.50			
			Gallons	$7.50			
13	Antifreeze/Summer Coolant, Extended Life	Chevron-Delo	Bulk	$9.75			
			55 Gal Conc	$536.00	3	Barrels	$1,608.00
			Gallons 50/50 mix	$7.50	200	Gal	$1,500.00
14	Brake Fluid						
		Warren	Gallons	$14.00	6	Gal	$84.00
			Quarts	$4.50	96	Quarts	$432.00
			Btl	$2.00			
15	Synthetic Grease Lubricant						
		Mobil	16 Gal	$720.00			
			5 Gal Pail	$225.00	4	Pails	$900.00

16	Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2	Chevron	55 Gal	$834.00	4	Barrels	$3,336.00
			Keg	$262.20	1	Keg	$262.20
			Pail	$76.50			
			Tube	$2.02	300	Tubes	$606.00
17	Power Steering Fluid	Havoline	Quarts	$3.70	60	Quarts	$222.00
18	Chain Bar Oil	Warren	Gallons	$7.00	96	gals	$672.00
							$83,988.50

VENDORS

Product	Description	Proposed Brand	Package Size	Unit Price	RK ALLEN OIL CO. Estimated Yearly Usage		Estimated Yearly Cost
1	Motor oil, Multi-Service						
	15w40 Bulk:	Chevron	Bulk	$7.69	5000	Gal	$38,450.00
	15w40 Barrels (55 GL Drum): 4		55 Gal	$422.95	4	Barrels	$1,691.80
			Quarts	$3.00			
	30wt Barrels (55 GL Drum): 1		Bulk	$9.00			
			55 Gal	$522.50	1	Barrel	$522.50
			Quarts	$3.25			
	50wt Barrels (55 GL Drum): 1		Bulk	$10.00			
			55 Gal	$550.00	1	Barrel	$550.00
			Quarts	N/A			
2	Motor oil, High Performance Detergent						
	30w	Chevron	Bulk	$9.00			
			55 Gal	$495.00			
			Quarts	$3.00	200	Quarts	$600.00
	5w20	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75	220	Quarts	$605.00
	5w20 syn	Chevron	Bulk	$12.50			
			55 Gal	$690.00			
			Quarts	$6.00	300	Quarts	$1,800.00
	5w30	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75	200	Quarts	$550.00
	10w30	Chevron	Bulk	$7.00			

			55 Gal	$385.00			
			Quarts	$2.75			
	10w40	Chevron	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75			
	20w50	9i	Bulk	$7.00			
			55 Gal	$385.00			
			Quarts	$2.75			
3	Hydraulic oil, AW Universal						
		Chevron	Bulk	$5.40	250	Gal	$1,350.00
			55 Gal	$300.00	1	Barrel	$300.00
			5 Gal Pail	$30.00			$0.00
4	Hydraulic oil. High Dielectric						
		Chevron Rando	Bulk	$11.55			
			55 Gal	$635.00	2	Barrels	$1,270.00
			5 Gal Pail	$60.00			
5	Hydraulic Oil 10wt						
		Chevron	Bulk	$9.00			
			55 Gal	$495.00	5	Barrels	$2,475.00
			5 Gal Pail	$48.00			
6	Hydraulic oil. Tractor Hydraulic Fluid						
		Chevron	Bulk	$6.00	1,000	Gal	$6,000.00
		Chevron	55 Gal	$357.50	4	Barrels	$1,430.00
		Chevron	5 Gal Pail	$35.00	2	Pails	$70.00
7	Hydraulic oil, Bio-Degradable						
		Chevron	Bulk	$14.50			
			55 Gal	$797.50	2	Barrels	$1,595.00
			5 Gal Pail	$50.00			
8	Gear Lubricant Universal						
		Chevron	55 Gal	$540.00	2	Barrels	$1,080.00
		Chevron	16 Gal	$180.00			

			5 Gal Pail	$51.00	2	Pails	$102.00
9	Automatic Transmission Fluid						
		Chevron	Bulk	$13.20	200	Gal	$2,640.00
			55 Gal	$748.00			
			Quarts	$3.75			
10	Manual Transmission Fluid Synthetic						
		Chevron-Texaco	Bulk	$27.00			
		TL-50	55 Gal	$1,500.00	2	Barrels	$3,000.00
			5 Gal Pail	$140.00	2	Pails	$280.00
11	Automatic Transmission Fluid Synthetic						
		Mobil	55 Gal	$2,035.00	3	Barrels	$6,105.00
			5 Gal Pail	$200.00	2	Pails	$400.00
			Quarts	N/A			
12	Antifreeze/Summer Coolant						
		Texaco	Bulk	$7.50	200	Gal	$1,500.00
			55 Gal	$412.50			
			Gallons	$7.50			
13	Antifreeze/Summer Coolant, Extended Life	Chevron-Delo	Bulk	$9.75			
			55 Gal Conc	$536.00	3	Barrels	$1,608.00
			Gallons 50/50 mix	$7.50	200	Gal	$1,500.00
14	Brake Fluid						
		Warren	Gallons	$14.00	6	Gal	$84.00
			Quarts	$4.50	96	Quarts	$432.00
			Btl	$2.00			
15	Synthetic Grease Lubricant						
		Mobil	16 Gal	$720.00			
			5 Gal Pail	$225.00	4	Pails	$900.00

16	Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2						
		Chevron	55 Gal	$834.00	4	Barrels	$3,336.00
			Keg	$262.20	1	Keg	$262.20
			Pail	$76.50			
			Tube	$2.02	300	Tubes	$606.00
17	Power Steering Fluid						
		Havoline	Quarts	$3.70	60	Quarts	$222.00
18	Chain Bar Oil						
		Warren	Gallons	$7.00	96	gals	$672.00
							$83,988.50

VENDORS

McPherson

Product	Description		Proposed Brand	Package Size	Unit Price
1	Motor oil, Multi-Service				
	15w40	Bulk:	Family Fleet Supreme	Bulk	$6.73
	15w40	Barrels (55 GL Drum): 4	EC	55 Gal	$402.05
				Quarts	
	30wt	Barrels (55 GL Drum): 1	Family TSX HD 30	Bulk	
				55 Gal	$442.75
				Quarts	
	50wt	Barrels (55 GL Drum): 1	Family TSX HD 30	Bulk	
				55 Gal	$467.50
				Quarts	
2	Motor oil, High Performance Detergent				
	30w		Kendall GT-1-30	Bulk	
				55 Gal	
				Quarts	$3.17
	5w20		Kendall GT-HPSB(Ti)	Bulk	
				55 Gal	
				Quarts	$2.78
	5w20 syn		Kendall GT-1-Full Syn	Bulk	
				55 Gal	
				Quarts	$3.57
	5w30		Kendall GT-HPSB(Ti)	Bulk	
				55 Gal	
				Quarts	$2.79
	10w30		Kendall GT-HPSB(Ti)	Bulk	
				55 Gal	
				Quarts	$2.74
	10w40		Kendall GT-HP(Ti)	Bulk	
				55 Gal	
				Quarts	$4.30
	20w50		Kendall GT-HP(Ti)	Bulk	
				55 Gal	
				Quarts	$3.36
3	Hydraulic oil, AW Universal				
			Megaflow	Bulk	$5.67
				55 Gal	$343.75

			5 Gal Pail	
4	Hydraulic oil. High Dielectric	* Kendall Glacial Blue	Bulk 55 Gal 5 Gal Pail	$710.05
5	Hydraulic Oil 10wt	MobilTrans HD10	Bulk 55 Gal 5 Gal Pail	$708.40
6	Hydraulic oil. Tractor Hydraulic Fluid	Hyken 052	Bulk 55 Gal 5 Gal Pail	$6.72 $401.50 $39.00
7	Hydraulic oil, Bio-Degradable	Mobil EAH	Bulk 55 Gal 5 Gal Pail	$1,120.35
8	Gear Lubricant Universal	ProTeck Gear Oil	55 Gal 16 Gal 5 Gal Pail	$500.00 $53.96
9	Automatic Transmission Fluid	* ProTeck full Syn. MV ATF Chemlube	Bulk 55 Gal Quarts	$8.46
10	Manual Transmission Fluid Synthetic	Mobil Delvac Syn Trans 50	Bulk 55 Gal 5 Gal Pail	$1,661.25 $159.60
11	Automatic Transmission Fluid Synthetic	BP Autran TES 295 Syn Trans Fluid	55 Gal 5 Gal Pail Quarts	$1,648.10 $159.65
12	Antifreeze/Summer Coolant	* ProTeck-- Kost Defendall Green	Bulk 55 Gal Gallons	$7.86
13	Antifreeze/Summer Coolant, Extended Life	* ProTeck-- Kost Defendall Conc.	Bulk 55 Gal Conc	$453.75

		50/50 Mix	Gallons 50/50 mix	$5.70
14	Brake Fluid			
		** No Bid	Gallons	
			Quarts	
			Btl	
15	Synthetic Grease Lubricant			
		Mobilith SHC007	16 Gal	
			5 Gal Pail	$227.16
16	Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2			
		* Dynalife HT-2	55 Gal	$712.00
			Keg	$223.60
			Pail	
			Tube	$1.78
17	Power Steering Fluid			
		Magnum Power Strng.	Quarts	$4.30
18	Chain Bar Oil			
		ProTeck Bar & Chain	Gallons	$6.90

* These products were declined on Addendum # 1 sheets submitted

** No Bid

McPherson Companies

Estimated Yearly Usage		Estimated Yearly Cost
5000	Gal	$33,650.00
4	Barrels	$1,608.20
1	Barrel	$442.75
1	Barrel	$467.50
200	Quarts	$634.00
220	Quarts	$611.60
300	Quarts	$1,071.00
200	Quarts	$558.00
250	Gal	$1,417.50
1	Barrel	$343.75

2	Barrels	$1,420.10
5	Barrels	$3,542.00
1,000	Gal	$6,720.00
4	Barrels	$1,606.00
2	Pails	$78.00
2	Barrels	$2,240.70
2	Barrels	$1,000.00
2	Pails	$107.92
200	Gal	$1,692.00
2	Barrels	$3,322.50
2	Pails	$319.20
3	Barrels	$4,944.30
2	Pails	$319.30
200	Gal	$1,572.00
3	Barrels	$1,361.25

200	Gal	$1,140.00
6	Gal	
96	Quarts	
4	Pails	$908.64
4	Barrels	$2,848.00
1	Keg	$223.60
300	Tubes	$534.00
60	Quarts	$258.00
96	gals	$662.40
		$77,624.21

BID FORM
PD 13-14.053

Lubrication Products, Anti-Freeze, and Brake Fluid Contract

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 5-13-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Lubrication Products, Anti-Freeze and Brake Fluid Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

QUANTITY		DESCRIPTION		UNIT PRICE	
Product	**Proposed Brand**	**Pkg Size**	**Unit Price**	**Estimated Yearly Usage**	**Estimated Yearly Cost**
1. **Motor Oil, Multi-Service**					
Brand	CHEVRON				
15W40		Bulk	$ 7.69 /Gal	5,000 Gal	$ 38,450.00
		55 Gal	$422.95 /Barrel	4 Barrels	$ 1,691.80
		Qt	$ 3.00 /Qt		
30 Wt	CHEVRON	Bulk	$ 9.00 /Gal		
		55 Gal	$522.50 /Barrel	1 Barrels	$ 1,045.00
		Qt	$ 3.25 /Qt		
50 Wt	CHEVRON	Bulk	$ 10.00 /Gal		
		55 Gal	$ 550.00 /Barrel	1 Barrels	$ 550.00
		Qt	$ N/A /Qt		
2. **Motor oil, High Performance/Detergent**					
Brand	CHEVRON				
30 Wt		Bulk	$ 9.00 /Gal		
		55 Gal	$ 495.00 /Barrel		
		Qt	$ 3.00 /Qts	200Qts	$ 600.00
5W20	CHEVRON	Bulk	$ 7.00 /Gal		
		55 Gal	$ 385.00 /Barrel		
		Qt	$ 2.75 /Qts	220Qts	$ 605.00
5W20 Synthetic	CHEVRON	Bulk	$ 12.50 /Gal		
		55 Gal	$ 690.00 /Barrel		
		Qt	$ 6.00 /Qts	300 Qts	$ 1320.00
5W30	CHEVRON	Bulk	$ 7.00 /Gal		
		55 Gal	$ 385.00 /Barrel		
		Qt	$ 2.75 /Qt	200 Qts	$ 550.00
10W30	CHEVRON	Bulk	$ 7.00 /Gal		
		55 Gal	$ 385.00 /Barrel		
		Qt	$ 2.75 /Qt	Qts	$ 2.75

Continued (Page 2 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specificatiion Number PD 13-14.053

10W40 Chevron	Bulk 55 Gal Qt	$ 7.00 /Gal $ 385.00 /Barrel $ 2.75 /Qt	Qts $ 2.75	
20W50 APIS SM	Bulk 55 Gal Qt	$ 7.00 /Gal $ 385.00 /Barrel $ 2.75 /Qt	Qts $ 2.75	
3. Hydraulic Oil, AW Universal Brand Chevron	Bulk 55 Gal 5 Gal	$ 5.40 /Gal $ 300.00 /Barrel $ 30.00 /Pail	250 Gal $ 1350.00 1 Barrels $ 300.00	
4. Hydraulic Oil, High Dielectric Brand Chevron Rando AW	Bulk 55 Gal 5 Gal	$ 11.55 /Gal $ 635.00 /Barrel $ 60.00 /Pail	2 Barrels $ 1270.00	
5. Hydraulic Oil, 10 WT Brand Chevron	Bulk 55 Gal 5 Gal	$ 9.00 /Gal $ 495.00 /Barrel $ 48.00 /Pail	5 Barrels $ 2475.00	
6. Hydraulic Oil, Tractor Hydraulic Fluid Brand Chevron	Bulk 55 Gal 5 Gal	$ 6.00 /Gal $ 357.50 /Barrel $ 35.00 /Pail	1000 Gal $ 6000.00 4 Barrels $ 1430.00 2 Pails $ 70.00	
7. Hydraulic oil, Bio-Degradable Brand Chevron	Bulk 55 Gal 5 Gal	$ 14.50 /Gal $ 797.50 /Barrel $ 50.00 /Pail	2 Barrels $ 1595.00	
8. Gear Lubricant, Universal Brand Chevron	55 Gal 16Gal 5 Gal	$ 540.00 /Barrel $ 180.00 ~~/Pail~~ Keg $ 51.00 /~~Keg~~ pail	2 Barrels $ 1080.00 2 Pails $ 102.00	
9. Automatic Transmission Fluid Brand Chevron	Bulk 55 Gal Qts	$ 13.20 /Gal $ 748.00 /Barrel $ 3.75 /Qt	200 Gal $ 2640.00	

Continued (Page 3 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specificatiion Number PD 13-14.053

10. Manual Transmission Fluid Synthetic
Brand Chevron / Texaco TL 50

Bulk	$ 27.00 /Gal	
55 Gal	$ 150.00 /Barrel	2 Barrels $ 3,000.00
Qts	$ 140.00 /Pail	2 Pails $ 280.00

11. Automatic Transmission Fluid Synthetic
Brand Mobil

55 Gal	$ 2035.00 /Barrel	3 Barrel $ 6105.00
5 Gal Bucket	$ 200.00 /Pail	2 Pail $ 400.00
Qts	$ N/A /Qt	

12. Antifreeze/Summer Coolant
Brand Texaco

Bulk	$ 7.50 /Gal	
55 Gal	$ 412.50 /Barrel	
Gal	$ 7.50 /Gal	200 Gal $ 1500.00

13. Antifreeze/Summer Coolant, Extended Life
Brand Chevron Delo

Bulk	$ 9.75 /Gal	
55 Gal (Conc.)	$ 536.00 /Barrels	3 Barrels $ 1608.00
Gal (50/50mix)	$ 7.50 /Gal	200 Gal $ 1500.00

14. Brake Fluid
Brand Warren

Gal	$ 14.00 /Gal	6 Gal $ 84.00
Qts	$ 4.50 /Qt	96 Qt $ 432.00
Oz Btl	$ 2.00 /Btl	

15. Synthetic Grease Lubricant
Brand Mobil

16 Gal	$ 720.00 /Keg	
5 Gal	$ 225.00 /Pail	4 Pails $ 900.00

16. Chassis Lubricant, High Performance, Extreme Pressure
Brand Chevron

55 Gal	$ 834.00 /Barrel	4 Barrels $ 3336.00
16 Gal	$ 262.20 /Keg	1 Kegs $ 262.20
5 Gal	$ 76.50 /Pail	
Tubes	$ 2.02 /Tube	300 Tubes $ 606.00

17. Power Steering Fluid
Brand Havoline

Qt	$ 3.70 /Qt	60 Qts $ 222.00

18. Chain Bar Oil
Brand Warren

Gal (Singles)	$ 7.00 ~~/Barrel~~ gals. each.	96 Gallons $ 672.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number 847651

Occupational License No. 613197

Bidder: R.K. Allen Oil Co.

By: Larry V. Dye

Signature: Larry V. Dye

Title: Plant Manager

Address: 723 West Main St.
Pensacola, FL. 32502

Person to contact concerning this bid:
Larry V. Dye

Phone/Toll Free/Fax # 850-435-7802

E-Mail Address: larry@rkallenoil.com

Home Page Address: RKAllenOil.com

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes X No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes____ No X.

Person to contact for emergency service:
Larry V. Dye

Phone/Cell/Pager #: 850-777-4430

County Permits/Fees required for this project:

Permit	Cost
None Known	

Person to contact for disaster service:
Larry V. Dye

Home Address: 3194 Lake Suzanne Dr.
Cantonment, FL. 32533

Home Phone/Cell/Pager #: 850-968-0583

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3. N/A

4.

Purchasing Agreements with Other Governmental Agencies
Accept provisions of purchase agreement with other governmental agencies [X] Yes [ ] No

Signature: Larry V. Dye

BID FORM
PD 13-14.053

Lubrication Products, Anti-Freeze, and Brake Fluid Contract

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: MAY 8th, 2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Lubrication Products, Anti-Freeze and Brake Fluid Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

QUANTITY		DESCRIPTION		UNIT PRICE	
Product	**Proposed Brand**	**Pkg Size**	**Unit Price**	**Estimated Yearly Usage**	**Estimated Yearly Cost**
1. Motor Oil, Multi-Service					
Brand FAMILY FLEET Supreme EC					
15W40		Bulk	$ 6.73 /Gal	5,000 Gal	$ 33,650.00
		55 Gal	$ 402.05 /Barrel	4 Barrels	$ 1608.20
		Qt	$ ____ /Qt		
30 Wt	FAMILY T5X HD30	Bulk	$ ____ /Gal		
		55 Gal	$ 442.75 /Barrel	1 Barrels	$ 442.75
		Qt	$ ____ /Qt		
50 Wt	Family T5X HD 30	Bulk	$ ____ /Gal		
		55 Gal	$ 467.50 /Barrel	1 Barrels	$ 467.50
		Qt	$ ____ /Qt		
2. Motor oil, High Performance/Detergent					
Brand KENDALL GT-1 30					
30 Wt		Bulk	$ ____ /Gal		
		55 Gal	$ ____ /Barrel		
		Qt	$ 3.17 /Qts	200Qts	$ 634.00
5W20	KENDALL GT-1 HP SB(Ti)	Bulk	$ ____ /Gal		
		55 Gal	$ ____ /Barrel		
		Qt	$ 2.78 /Qts	220Qts	$ 611.60
5W20 Synthetic	KENDALL GT-1 FULL SYN.	Bulk	$ ____ /Gal		
		55 Gal	$ ____ /Barrel		
		Qt	$ 3.57 /Qts	300 Qts	$ 1071.00
5W30	KENDALL GT-1 HP SB(Ti)	Bulk	$ ____ /Gal		
		55 Gal	$ ____ /Barrel		
		Qt	$ 2.79 /Qt	200 Qts	$ 558.00
10W30	KENDALL GT-1 HP SB(Ti)	Bulk	$ ____ /Gal		
		55 Gal	$ ____ /Barrel		
		Qt	$ 2.74 /Qt	Qts	$ 2.74

Continued (Page 2 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specificatiion Number PD 13-14.053

10W40 KENDALL GT-1 HP (Ti)	Bulk 55 Gal Qt	$ /Gal $ /Barrel $ 4.30 /Qt	Qts $ 4.30
20W50 APIS SM KENDALL GT-1 HP (Ti)	Bulk 55 Gal Qt	$ /Gal $ /Barrel $ 3.36 /Qt	Qts $ 3.36
3. Hydraulic Oil, AW Universal Brand MEGAFLOW	BUK 46 Bulk 68 55 Gal 46 68 5 Gal ~~46~~ ~~68~~ HP	5.49 GAL $ 5.67 /Gal $ 333.85 /Barrel $ 343.75 $ /Pail	250 Gal $ 1372.50 1417.50 46 1 Barrels $ 333.85 68 $ 343.75
4. Hydraulic Oil, High Dielectric Brand KENDALL GLACIAL BLUE AW	Bulk 55 Gal 5 Gal	$ /Gal $ 710.05 /Barrel $ /Pail	2 Barrels $ 1420.10
5. Hydraulic Oil, 10 WT Brand MOBILTRANS HD 10	Bulk 55 Gal 5 Gal	$ /Gal $ 708.40 /Barrel $ /Pail	5 Barrels $ 3542.00
6. Hydraulic Oil, Tractor Hydraulic Fluid Brand HYKEN 052	Bulk 55 Gal 5 Gal	$ 6.72 /Gal $ 401.50 /Barrel $ 39.00 /Pail	1000 Gal $ 6720.00 4 Barrels $ 1606.00 2 Pails $ 78.00
7. Hydraulic oil, Bio-Degradable Brand MOBIL EAL H	Bulk 55 Gal 5 Gal	$ /Gal $ 1120.35 /Barrel $ /Pail	2 Barrels $ 2240.70
8. Gear Lubricant, Universal Brand PROTECK GEAR OIL	PRICE SAME FOR 80W90 & 85W140 55 Gal 16Gal 5 Gal	$ 500.00 /Barrel $ 53.96 /Pail $ / Keg	2 Barrels $ 1000.00 2 Pails $ 107.92
9. Automatic Transmission Fluid Brand PROTECK FULL SYNTHETIC MV ATF CHEMLUBE	Bulk 55 Gal Qts	$ 8.46 /Gal $ /Barrel $ /Qt	200 Gal $ 1692.00

Continued (Page 3 of 3)
BID FORM
Lubrication Products, Anti-Freeze & Brake Fluid Contract for Specificatiion Number PD 13-14.053

10. Manual Transmission Fluid Synthetic
Brand MOBIL DELVAC SYN. TRANS 50

Bulk		S ____ /Gal	2 Barrels S 3322.50
55 Gal	1661.25	S 1661.25 /Barrel	2 Pails S 319.20
Qts	159.60	S 159.60 /Pail	

11. Automatic Transmission Fluid Synthetic
Brand BP AUTRAN TEI 295 SYN. TRANS. FLUID.

55 Gal	S 1648.10 /Barrel	3 Barrel S 4944.30
5 Gal Bucket	S 159.65 /Pail	2 Pail S 798.25
Qts	S ____ /Qt	

12. Antifreeze/Summer Coolant
Brand PROTECK - KOST DEFENDALL UNIVERSAL - GREEN

Bulk	S ____ /Gal	
55 Gal	S ____ /Barrel	200 Gal S 1572.00
Gal Concentrate 50/50	S 7.86 /Gal 5.73/GAL	$1146.00

13. Antifreeze/Summer Coolant, Extended Life
Brand PROTECK - KOST DEFENDAL CONCENTRATE AND 50/50

Bulk	S ____ /Gal	3 Barrels S 1361.25
55 Gal (Conc.)	S 453.75 /Barrels	200 Gal S 1140.00
Gal (50/50mix)	S 5.70 /Gal	

14. Brake Fluid
Brand NO BID

Gal	S ____ /Gal	6 Gal S N/B
Qts	S ____ /Qt	96 Qt S N/B
Oz Btl	S ____ /Btl	

15. Synthetic Grease Lubricant
Brand MOBILITH SHC 007

16 Gal	S ____ /Keg	4 Pails S 908.64
35274# PAIL 5 Gal	S 227.16 /Pail	

16. Chassis Lubricant, High Performance, Extreme Pressure
Brand DYNALIFE HT-2

55 Gal 712.00	S 712.00 /Barrel	4 Barrels S 2848.00
16 Gal	S 223.26 /Keg	1 Kegs S 223.26
5 Gal	S ____ /Pail	
Tubes	S 1.78 /Tube	300 Tubes S 534.00

17. Power Steering Fluid
Brand MAGNUM POWER STEERING

Qt	S 4.30 /Qt	60 Qts S 258.00

18. Chain Bar Oil
Brand PROTECK BAR & CHAIN OIL

Gal (Singles)	S 6.90 /Barrel 96 Gallons	96 Gallons S 662.40

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 78-8012044743-4

Occupational License No._____

Bidder: THE McPHERSON COMPANIES, INC

By: HAYDEN POWERS

Signature: Hayden Powers

Title: GOVERNMENT & MUNICIPAL SALES MGR.

Address: 6108 VILLAGE OAKS DR.
PENSACOLA, FL. 32504

Person to contact concerning this bid:
HAYDEN POWERS

Phone/Toll Free/Fax # 205-661-4527
866-357-4413 - 205-661-4597

E-Mail Address: hpowers@mcphersonoil.com

Home Page Address: http://www.mcphersonoil.com

Terms of Payment
(Check one) Net 30 Days ✓ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes ✓ No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ✓ No_____.

County Permits/Fees required for this project:

Permit	Cost
None Known	

Person to contact for emergency service:
HAYDEN POWERS

Phone/Cell/Pager #: 205-747-5560

Person to contact for disaster service:
HAYDEN POWERS

Home Address: 5204 CREEKSIDE LOOP
HOOVER, AL. 35244

Home Phone/Cell/Pager #: 205-747-5560 - CELL

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

Purchasing Agreements with Other Governmental Agencies
Accept provisions of purchase agreement with other governmental agencies [✓] Yes [ ] No

Signature: Hayden Powers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6323 **County Administrator's Report 13. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Approving Temporary Jail Medical Services Positions
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Creating Five Temporary Jail Medical Services Positions - Gordon C. Pike, Corrections Department Director

That the Board ratify the action of creating and filling the following five temporary medical services positions for the Corrections Department, Jail Division, Medical and Mental Health, for a period of 90 days to assist with the medical care needed for the individuals that sustained injures during the flood event and jail explosion:

A. Certified Medical Assistant position (1);
B. Court Liaison position (1);
C. Emergency Medical Specialists position (1); and
D. Licensed Practical Nurse position (2).

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491, Object Code 51201]

BACKGROUND:

Creating five temporary positions for 90 days is more cost-efficient to the department's budget than hiring the employees through a staffing agency. The temporary employees will help the Jail medical staff provide more efficient and timely medical services.

BUDGETARY IMPACT:

Fund 112, Disaster Recovery Fund, Cost Center 330491, Object Code 51201

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Board action will establish five new temporary personnel positions to be used in the medical services section of the jail.

POLICY/REQUIREMENT FOR BOARD ACTION:

Under the policy requirement for Board approval, any increases in personnel must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Corrections Department will coordinate with the Human Resources Department on creating the positions.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6328 **County Administrator's Report 13. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of $50,000 for Fiscal Year 2013-2014 for the Corrections Department - Gordon C. Pike, Corrections Department Director

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

Vendor	Amount	Contract Number
Charles Neely Corporation/PR Chemical and Paper Supply Vendor:150532	$50,000	PD 13-14.046 BCC Approved: 06/03/2014
Bobbie Graves Supply Company Vendor: 072099	$60,000	PD 13-14.046 BCC Approved: 06/03/2014
Bob Barker Company, Inc. Vendor:020807	$75,000	PD 13-14.046 BCC Approved: 06/03/2014

[Funding Source: Fund 001, General Fund, Cost Center 290401]

BACKGROUND:

Issuance of these Purchase Orders for the remainder of this Fiscal Year 2013-2014 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

[Funding Source: Fund 001, Cost Center 290401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6363 **County Administrator's Report 13. 34.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Approval of Memorandum of Understanding Between Escambia County and The Escambia County School Board
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding between Escambia County and the Escambia County School Board - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Memorandum of Understanding between Escambia County and the Escambia County School Board:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners, that provides for vocational training of incarcerated adult students, located in the Escambia County Road Prison, for a not-to-exceed amount of $48,759.50 ($28,759.50 for Salary and $20,000 for Materials, Equipment, and Supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary Purposes]

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of adult students incarcerated at the Escambia County Road Prison. This agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Inmate Welfare Fund will cover the costs of the agreement. Funds are available in Transportation; Inmate Wellfare Fund 175, Cost Center 290205.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

The Inmate Wellfare Fund will cover personnel costs of the agreement. Funds are available in Transportation; Inmate Wellfare Fund 175, Cost Center 290205.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Road Prison staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

Memorandum of Understanding

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY *CURRICULUM AND INSTRUCTION* SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.1.
TITLE Memorandum of Understanding Between the School Board of Escambia County, Florida and the Escambia County, Florida, Board of County Commissioners		SUBMITTED BY: Lesa Morgan, Director, Workforce Education
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2014 - June 30, 2015	FUNDING SOURCE Workforce Funding	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech Center
AMOUNT OF FUNDING REQUEST – *Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.)* $28,759.50* Less 1/2 of salary & benefits with increase		TOTAL PROJECT – *Is the amount more, less or same as last year?* $82,519.00** Less

PURPOSE

This Memorandum of Understanding between the School Board of Escambia County, Florida, and the Escambia County, Florida, Board of County Commissioners provides vocational training to incarcerated adults in the Escambia Road Prison.

*Salary is based on actual instructor salary rather than an estimate.

**Cost of position is shared equally with the Escambia County, Florida, Board of County Commissioners. Testing and supply costs of $25,000 to be paid by the Escambia County, Florida, Board of County Commissioners.

IMPLEMENTATION PLAN

1. Provide the Test of Adult Basic Education (TABE) to incarcerated adults.
2. Identify and enroll incarcerated adults in the Welding Program.
3. Provide technical instruction to enrollees.
4. Document Occupational Completion Points of enrollees' progress toward program completion.
5. Assist program enrollees exiting incarceration with job placement services.

PARTICIPATING SCHOOLS/AGENCIES

George Stone Technical Center
Escambia County Board of County Commissioners
Escambia County Road Prison

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – *Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.*

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.7. Increase postsecondary measures leading to program completion and industry certification.

DIRECTOR	DATE	
Lesa Morgan	5/5/14	
ASSISTANT SUPERINTENDENT	DATE	DATE OF BOARD APPROVAL
[illegible]	5/5/14	APPROVED ESCAMBIA COUNTY SCHOOL BOARD MAY 20 2014

Revised: March, 2014
Retention: 5 years

For your records

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS

The School Board of Escambia County, Florida, hereinafter referred to as the School District, and the Escambia County, Florida, Board of County Commissioners, hereinafter referred to as the Road Prison, enter into this Memorandum of Understanding (MOU). The parties agree to the following:

1. PURPOSE

The School District and the Road Prison are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the Road Prison hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This MOU ensures that the School District and Road Prison cooperatively plan for the provision of career, technical, and adult education to incarcerated adult students who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

A. The School District and Road Prison staff are mutually committed to cooperate in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.

B. The School District and Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Road Prison staff.

D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:

1. Establish a single intake procedure conducted by facility and school staff.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.

3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The Road Prison and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.

2. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.

3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.

4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.

5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.

9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.

10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the Road Prison director prior to making the assignment final.

11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhances the student's understanding of the subject matter and that is of value to the School District, the Road Prison, or the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE ROAD PRISON

To implement this MOU, the Road Prison staff shall

1. receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the Road Prison facility consistent with state and federal laws, rules, and regulations.

2. receive and utilize the information regarding educational best practices for adult students in the Road Prison disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.

3. participate and assist in the monitoring and evaluation of programs for adult students served in the Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.

4. be responsible for resources as identified in Section 5.A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall

1. provide technical assistance in the development and implementation of any rules/policies developed by the Road Prison pertaining to the provision of educational programs.

2. disseminate information about and assist in the development and adoption of promising educational practices for adult students in the Road Prison.

3. provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.

4. coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs in the Road Prison.

5. Provide general supervision of educational services through

   a. reviewing of the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules.

   b. monitoring and evaluation of education programs provided by or through the Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TIMELINES

This MOU shall become effective with the appropriate signatures of the Chairs of the School Board and the Escambia County, Florida Board of County Commissioners. This MOU may be terminated upon thirty (30) days notice by either party. This MOU will be reviewed annually and may be amended by the written request of either agency at any time. Any amendments or modifications will only become effective by mutual understanding.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this MOU to ensure that students and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for this right shall be strictly adhered to.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this MOU can be adequately met, resources from the School District and Road Prison will be allocated based on the previously identified roles and responsibilities of each agency.

A. The Road Prison agrees to the following:

   1. To maintain responsibility and make final decisions relative to student care; to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of adult students including when in the education program.

   2. To provide facilities, including utilities and maintenance; to house the educational programs; and provide reasonable protection of School District property.

3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars ($20,000).

4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.

5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2014-2015 school year.

6. To provide compensation for a part-time certified Testing Administrator at his/her regular rate of pay, not to exceed five thousand dollars ($5,000).

7. To provide compensation for fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval. Salary will be based on the 2014-2015 instructional salary schedule and includes a projected salary increase, not to exceed fifty seven thousand, five hundred nineteen dollars ($57, 519.00) plus benefits.

Documentation for reimbursement of testing administrator's part-time salary and fifty percent (50%) of one (1) full-time certified vocational instructor's salary shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.

2. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training-related activities at the Road Prison. All funds are to be handled consistent with existing School District policies and procedures.

3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.

4. To staff and compensate fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval.

5. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefor, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in Ch. 164, F.S. will be followed.

7. ASSESSMENT

The parties shall:

A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.

B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical Center.

9. PROFESSIONAL LEARNING

The parties mutually agree to ensure the following:

A. Professionals serving students are appropriately certified according to Florida law and position qualifications.

B. To the extent possible, both parties will provide appropriate professional learning opportunities for instructional personnel related to their responsibilities under this MOU.

C. Pre-service, inservice, and professional learning programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the Board of County Commissioners is:

Commander Charles Snow
Escambia County Road Prison
601 Highway 297A
Cantonment, Florida 32533

The name and address of the administrator responsible for the School District for this MOU is:

Thomas J. Rollins, Principal
George Stone Technical Center
2400 Longleaf Drive
Pensacola, FL 32526

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of 768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of 768.28, F.S.

B. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

C. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.

D. Termination. This MOU may be canceled with or without cause by the School District during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this MOU. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.

E. Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with State and Federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to 119.07, F.S., and any resultant award of attorney's fees for non-compliance with that law.

F. Confidentiality. The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this MOU. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their understanding to do so.

G. Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.

H. Amendments. No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

I. Preparation of MOU. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.

K. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

L. Governing Law. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.

M. Binding Effect. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.

N. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

O. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

P. Captions. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

Q. Authority. Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.

R. Necessary Acts. The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

NOW IN WITNESS WHEREOF, this MOU effective July 1, 2014, has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida, and the Board of County Commissioners of Escambia County, Florida.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

By: _____
Linda Moultrie, Board Chair

Date: 05/20/2014

Attest:

BY: _____
Malcolm Thomas, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAY 20 2014

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR May 2014 AGENDA
APR 29 2014

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

BOARD OF COUNTY
COMMISSIONERS, ESCAMBIA
COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

Attest: Pam Childers,
Clerk of the Circuit Court

BY: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/29/14

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6322 **County Administrator's Report 13. 35.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/26/2014
Issue: Amend Board Action of April 29, 2014 - Contract PD 12-13.036 "Pensacola Beach Landscaping"
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Board's Action Regarding Contract PD 12-13.036, "Pensacola Beach Landscaping" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of April 29, 2014, regarding PD 12-13.036, "Pensacola Beach Landscaping," approving and authorizing the Interim County Administrator to execute the Change Order to Wallace Sprinkler & Supply, Inc., to include an additional funding source as follows: Fund 167, "Bob Sikes Toll," Cost Center 140302, Object Code 53401. This funding information was inadvertently omitted from the original Recommendation.

BACKGROUND:

Meeting in regular session on April 29, 2014, the Board approved and authorized the Interim County Administrator to execute a change order to Wallace Sprinkler & Suppler, Inc., on Contract PD 12-13.036, "Pensacola Beach Landscaping". Fund 167, "Bob Sikes Toll Facility", Cost Center 140302, Object Code 53401, was inadvertently omitted from the original recommendation.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll", Cost Center 140302, Object Code 53401, to accommodate this change order.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action 042914

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

37. Approving, and authorizing the Interim County Administrator to execute, the following Change Order 1, adding funds for management, food, materials, and supplies for Inmate meals at the Escambia County Jail for Fiscal Year 2014 Board; Contract approval July 2, 2013 (Funding Source: Fund 001, Corrections Department; Jail Cost Center 290401, Object Code 53401):

Department:	Corrections	
Division:	Jail	
Type:	Addition	
Amount:	$500,000	
Vendor:	Trinity Services Group, Inc.	
Purchase Order:	140724	
Change Order:	1	
Original Award Amount:		$1,000,000
Cumulative Amount of Change Orders through this Change Order:		$ 500,000
New Purchase Order Total:		$1,500,000

38. Approving, and authorizing the Interim County Administrator to execute, the following Change Order to Wallace Sprinkler & Supply, Inc., on Contract PD 12-13.036, "Pensacola Beach Landscaping" (Funding Source: Fund 352, *[Local Option Sales Tax]* "LOST," Cost Center 210107, Object Code 56301, Project #12EN2044):

Department:	Public Works	
Division:	Engineering/Infrastructure Division	
Type:	Addition	
Amount:	$499,521.10	
Vendor:	Wallace Sprinkler & Supply, Inc.	
Project Name:	Pensacola Beach Landscaping	
Contract:	PD 12-13.036	
Purchase Order:	131151	
Change Order:	2	
Original Contract Award:		$ 574,423.30
Cumulative Amount of Change Orders through this Change Order:		$ 499,521.10
New Contract Total:		$1,073.944.40

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Meeting Date: 04/29/2014
Issue: Change Order to Wallace Sprinklers & Supply, Inc. for Pensacola Beach Landscaping PD 12-13.036
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Change Order to Wallace Sprinklers & Supply, Inc. for Pensacola Beach Landscaping PD 12-13.036 – Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Wallace Sprinklers and Supplies, Inc. on Contract PD 12-13.036 "Pensacola Beach Landscaping":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$499,521.10
Vendor:	Wallace Sprinklers & Supplies, Inc.
Project Name:	Pensacola Beach Landscaping
Contract:	PD 12-13.036
PO#:	131151
CO#:	2
Original Contract Award:	$574,423.30
Cumulative Amount of Change Orders Through this CO:	$499,521.10
New Contract Total:	$1,073,944.40

[Funding Source: Fund 352 "LOST", Cost Center 210107. Object Code 56301, Project #12EN2044].

BACKGROUND:
On June 10, 2013, the Board awarded Contract PD 12-13.036 "Pensacola Beach Landscaping" to Wallace Sprinklers and Supply, Inc. This contract included the landscaping between Avenida 10 and Avenida 23.

On November 6, 2013, the Santa Rosa Island Authority (SRIA) Board voted to approve a change order to Wallace Sprinklers and Supply, Inc. for additional landscaping that will continue the project from Avenida 23 to the east side of Portofino. As with Phase 1, the SRIA will reimburse Escambia County for these additional costs.

BUDGETARY IMPACT:
Funding Source: Fund 352 "LOST", Cost Center 210107. Object Code 56301, Project #12EN2044.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:
This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION REQUIREMENTS:
Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

COORDINATION WITH OTHER AGENCIES/PERSONS:
N/A

ADDITIONAL SERVICES

Item	Size	Quantity	Unit	Unit Price	Extension
Debooting palms in center islands		147	EA	$20.00	$2,940.00
Trimming dead frawns out of palms		147	EA	$25.00	$3,675.00
African iris		1521	EA	$4.25	$6,464.25
Breeze		2444	EA	$7.50	$18,330.00
Sod (Island 17 & others)		1672	SY	$5.00	$8,360.00
SUB TOTAL					$39,769.25
Additional Irrigation Revisions					
Change out nozzles for better coverage		893	EA	$6.50	$5,804.50
Change out nozzles to mp rotator's		170	EA	$10.00	$1,700.00
Change out 12" pop ups to 6" (Avenida 23)		42	EA	$12.00	$504.00
SUB TOTAL					$8,008.50

Sub total $47,777.75

PHASE II - VDL from Avenida 23 to Portofino

Item	Size	Quantity	Unit	Unit Price	Extension
Sabal Palms		1000	EA	$170.00	$170,000.00
Pindo Palms		500	EA	$220.00	$110,000.00
Oleander	7 Gal	300	EA	$64.00	$19,200.00
Silver Saw Palmetto	7 Gal	450	EA	$88.00	$39,600.00
European Fan Palms	7 Gal	450	EA	$64.00	$28,800.00
Breeze	1 Gal	3200	EA	$7.50	$24,000.00
Watering for Installation			LS	$19,931.00	$19,931.00
Add'l freight for Taller Palms			LS	$12,000.00	$12,000.00
MOT			LS	$9,000.00	$9,000.00

SUB TOTAL	$432,531.00
Total	$480,308.75
Bond	$ 19,212.35
Grand Total	$499,521.10

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
REGULAR BOARD MEETING MINUTES
NOVEMBER 6, 2013
5:00 P.M.

CONSENT AGENDA

9. COMMITTEE REPORTS

A. ARCHITECTURAL & ENVIRONMENTAL COMMITTEE, (10/23/2013) MR. ELWYN GUERNSEY, CHAIRMAN, MR. FRED GANT AND DR. THOMAS CAMPANELLA, MEMBERS

Item # 1 – Request for approval of proposal to increase the power at Casino Beach Pavilion. (Staff report by Paolo Ghio)

The Committee unanimously approved staff's recommendation.

Item # 2 - Jeff Saunders – 27 Calle Hermosa – Lot 23, Santa Rosa Villas – Request to construct a swimming pool with an encroachment of 33 feet into the rear yard setback (Via de Luna). (Staff report by Paolo Ghio)

The Committee unanimously approved staff's recommendation.

Item # 3 – Request by Robert Rinke to extend the Palm Tree Beautification Project and include 4 traffic calming devices. (Staff report by Executive Director Buck Lee)

The Committee voted to separate the two items into a Palm Tree Project and a Traffic Calming Project. The Committee approved the Palm Tree Project, Phase 2, and voted to hold the Traffic Calming Devices in Committee (November 20, 2013) for further discussion.

B. DEVELOPMENT & LEASING COMMITTEE, (10/23/2013) MR. DAVE PAVLOCK, CHAIRMAN, MR. ELWYN GUERNSEY AND MS. TAMMY BOHANNON, MEMBERS

Item # 1 - Monthly update from Tammy Bohannon regarding the progress of the Core Area Development Plan, as part of the Master Plan.

No action taken at this time.

C. ADMINISTRATIVE COMMITTEE, (10/23/2013) DR. THOMAS CAMPANELLA, CHAIRMAN, MR. ELWYN GUERNSEY AND MR. DAVE PAVLOCK, MEMBERS

Item # 1 - Report on Financial Statements and Expenditures.

The Committee unanimously accepted the Report on Financial Statements and Expenditures as presented.

SANTA ROSA ISLAND AUTHORITY
ARCHITECTURAL & ENVIRONMENTAL COMMITTEE
OCTOBER 23, 2013

Mr. Ghio gave background on this item and stated staff recommended approval.

Upon motion of Mr. Fred Gant seconded by Dr. Thomas Campanella, the Committee unanimously approved staff's recommendation. (3-0)

Item # 3 – Request by Robert Rinke to extend the Palm Tree Beautification Project and include 4 traffic calming devices. (Staff report by Executive Director Buck Lee)

Mr. Lee gave background on this item and stated staff recommended approval.

Mr. Lee explained the current palm tree project stops at Avenida 23, and Mr. Rinke would like to extend the placement of palm trees east of Portofino. (Funds to be taken from the 1st $6 Million in the Beautification Fund, not the future funds) Mr. Lee also stated that the proposed traffic calming devices would have to be approved by Escambia County and the DOT.

Mr. Stebbins stated the current Second Interim Agreement could be amended to include the approved projects, or a Third Interim Agreement could be drawn up, encompassing the additional palm trees and the traffic calming devices.

SPEAKER:

Robert Rinke – He explained the county had suggested the 4 calming devices for traffic, and he was willing to discuss the options.

Mr. Pavlock suggested splitting the palm tree request from the traffic calming devices request for discussion purposes.

Upon motion of Mr. Fred Gant seconded by Dr. Thomas Campanella, the Committee unanimously approved discussing and voting on the two items, additional palm trees and traffic calming devices, separately. (3-0)

SPEAKER:

Matt Mooneyham – Pensacola Beach Engineering Program Manager for Escambia County. He stated the number of suggested calming devices had been suggested in the most recent Master Plan. He stated Escambia County was open to alternative plans, that 4 calming devices were not a definite plan, nor were the locations set. He offered to have BDI (Baskerville Donovan, Inc.) do an initial analysis.

Much discussion followed, with many Board Members stating 4 devices were too many for the Island.

SANTA ROSA ISLAND AUTHORITY
ARCHITECTURAL & ENVIRONMENTAL COMMITTEE
OCTOBER 23, 2013

Dr. Campanella and Ms. Bohannon voiced similar concerns over too many palm trees bunched together on Via de Luna.

Upon motion of Mr. Fred Gant seconded by Dr. Thomas Campanella, the Committee unanimously approved the request by Robert Rinke to extend the Palm Tree Beautification Project. (3-0)

Upon motion of Mr. Fred Gant seconded by Dr. Thomas Campanella, the Committee unanimously approved to authorize BDI to move forward with a preliminary design for the traffic calming devices, to be paid for out of the Portofino Beautification Fund. (1st $6 million) This item will be held in Committee for further discussion at the November 20, 2013 Committee Meeting. (3-0)

It was agreed upon that a Third Interim Agreement would be necessary for the palm tree project. A Fourth Interim Agreement would be necessary for the traffic calming devices, if agreement is reached on that item.

There being no further business before the Committee, the meeting was adjourned.

W. A. "Buck" Lee
Executive Director

WAL:jt

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)

Third Interim Agreement
(Palm Tree Planting – Phase 2)

This Third Interim Agreement (Palm Tree Planting – Phase 2) is effective January 8, 2014, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for funding the landscaping of along Via DeLuna between Avenida 23 to the eastern property line of the leased property known as Portofino, which landscaping includes without limitation the planting of palm trees ("Palm Tree Planting – Phase 2");

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 5100 at Page 675 of the public records of Escambia County, Florida ("Lease") to allow for the use of island improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.

WHEREAS the parties desire to memorialize the terms of the funding for the development and execution of proposal for the Palm Tree Planting – Phase 2; and

WHEREAS the Palm Tree Planting – Phase 2 shall be executed via a change order to the Landscaping and Palm Tree Planting, which is covered under the Second Interim Agreement executed by the parties on April 14, 2011 and which is being executed by Escambia County, Florida via a contract with a private vendor using Section 1 (Landscape Work) of the Via Deluna Landscape and Roadway Improvements dated October 15, 2013 as the general guidelines (Exhibit A); and,

WHEREAS the parties agree that the Lessee will have certain approval rights with respect to executing the proposal for the The Palm Tree Planting – Phase 2 shall be executed because all costs and professional fees associated with Third Interim Agreement (Palm Tree Planting - Phase 2) shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The Authority and the Lessee agree that up to $535,000.00 of the Island Improvement Funds currently held by the Authority shall be used only for professional fees and other costs relating to the execution of the Palm Tree Planting - Phase 2.

2. The parties hereby agree that all decisions related in any way to the execution of the Palm Tree Planting - Phase 2 shall be jointly approved by

the Authority and the Lessee, which consent of each party may be withheld by either of Lessee or Authority in its sole and absolute discretion without regard to any standard of reasonableness.

3. Section 1 (Landscape Work) of the Via Deluna Landscape and Roadway Improvements dated October 15, 2013 shall be used as the general guidelines (Exhibit A) for the execution of the Palm Tree Planting – Phase 2.

4. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to paragraph 1 herein shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

5. Any Island Improvement Funds utilized for the Palm Tree Planting - Phase 2 shall reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease.

6. When all of the terms of this Third Interim Agreement (Palm Tree Planting - Phase 2) are performed, this Third Interim Agreement (Palm Tree Planting - Phase 2) shall terminate unless otherwise agreed by the parties.

7. Entering into this Third Interim Agreement (Palm Tree Planting - Phase 2) does not commit either party to any further agreements or

contracts relating to the Palm Tree Planting - Phase 2 including but not limited funding of the Palm Tree Planting - Phase 2 beyond the funding, and the source of funding, agreed upon in paragraph 1 of this Third Interim Agreement (Palm Tree Planting - Phase 2); nor is this Third Interim Agreement (Palm Tree Planting - Phase 2) to be construed to amend the Lease or the Amendment to Lease in any way.

8. The parties agree that if the terms and conditions of this Third Interim Agreement (Palm Tree Planting - Phase 2) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state court in Escambia County, Florida.

9. The parties agree that this Third Interim Agreement (Palm Tree Planting - Phase 2) may not be assigned without the mutual consent of both parties.

10. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

Gary Work as Trustee of
The Pensacola Beach Land Trust

By:
Its:

ATTEST:

Janice Gilley
Secretary/Treasurer

SANTA ROSA ISLAND AUTHORITY

Tammy Bohannon
Chairwoman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6335 **County Administrator's Report 13. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Transportation Disadvantaged Trust Funds Agreements
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transportation Disadvantaged Trust Fund - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Transportation Disadvantaged Trust Fund:

A. Adopt and authorize the Chairman to sign the Resolution Authorizing the Execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged, which authorizes the County Administrator or Assistant County Administrator to be named as the Board's Registered Agents in Florida, and authorizes the County Administrator or Assistant County Administrator to execute the Grant Agreement on behalf of the Board, and to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents which may be required in connection with the Agreement or subsequent Agreements, including but not limited to, the Subcontracted Transportation Provider (STP) Agreement and the Trip & Equipment Grant Agreement; and

B. Authorize the County Administrator or Assistant County Administrator to sign and execute all further documents which may be required in connection with the Escambia County Board of County Commissioners acting as the Community Transportation Coordinator (CTC).

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, Mass Transit Fund]

BACKGROUND:

Meeting in regular session on April 29, 2014, the BOCC approved and authorized the Chairman to sign a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged, allowing the BOCC to become the CTC for Escambia County.

The attached Resolution states that the Board has the authority to enter into the grant agreement, and authorizes the County Administrator or Assistant County Administrator to act as the Board's Registered Agents in Florida, to sign any and all agreements or contracts which are required in connection with the grant agreement, and to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements, including but not limited

to the attached Subcontracted Transportation Provider (STP) Agreement and the Trip & Equipment Grant Agreement.

The purpose of the attached Trip & Equipment Grant Agreement is to establish the Board as the CTC which will provide non-sponsored transportation trips and/or capital equipment to the non-sponsored disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged policies, the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014, and as further described in this Agreement and in Exhibits A, B, C and D attached hereto and by this reference made a part hereof, hereinafter called the Project.

The purpose of the Subcontracted Transportation Provider (STP) Agreement is to establish the Board/CTC as the provider of non-emergency transportation services for Escambia for the month of July and August with the current rate structure. The nature of Medicaid non-emergency transportation will change in August, so this document covers July and August. There will be a new agreement once the changes by the State are known, and by this Recommendation, the Board authorizes the County Administrator or Assistant County Administrator to sign those documents when they are presented to us.

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, "Mass Transit".

The Florida Commission for the Transportation Disadvantaged is expected to provide $657,565 towards the total expected cost of $730,801, with the remaining funds coming from Local Cash Funds, Voluntary Dollar Contributions and Monetary Value of In-Kind Match, as outlined in the Trip & Equipment Grant Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed the Resolution and both Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this Resolution, the Chairman will sign and all subsequent documents related to Escambia County Board of County Commissioners acting as Community Transportation Coordinator will be signed by the County Administrator or Assistant County Administrator. Traffic and Transportation Operations staff will act as liaison between the Florida Commission for the Transportation Disadvantaged and as contact person for the BOCC and Escambia County transportation disadvantaged clients/riders.

Attachments

Resolution

Trip and Equipment Grant Agreement
STP Grant Agreement

RESOLUTION R2014 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and receive Transportation Disadvantaged Trust Fund Grant awards from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

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

SECTION 1. That the whereas clauses are true and correct and incorporated herein by reference.

SECTION 2. That the Board has the authority to enter into this grant agreement.

SECTION 3. That the Board authorizes the County Administrator or Assistant County Administrator to execute the grant agreement on behalf of the Board with the Florida Commission for the Transportation Disadvantaged.

SECTION 4. That the Board's Registered Agent in Florida is the County Administrator or Assistant County Administrator. The Registered Agent's address is: 221 Palafox Place, Pensacola, FL 32502.

SECTION 5. That the Board authorizes the County Administrator or Assistant County Administrator to sign any and all agreements or contracts which are required in connection with the grant agreement.

SECTION 6. That the Board authorizes the County Administrator or Assistant County Administrator to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements.

SECTION 7. That 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

By:_____
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: _____
Date: 6/17/14

SAMAS Approp:	108846	Fund:	TDTF	FM/Job No(s).:	43202718401/43202818401
SAMAS Obj.:	750074	Function:	035	CSFA No.	55.001
Org Code:	55 12 00 00 952	Contract No.:		Vendor No.:	59-6000598

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Escambia County, Board of County Commissioners (221 Palafox Place, Pensacola, Florida, 32502), hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Grantee: The Grantee will use its best efforts to enable the Grantee to provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement including those listed in Exhibit "C." Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Program Manual for the Trip & Equipment Grant, as revised on April 2, 2014.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is $730,628.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $657,721.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Article 17.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must first obtain written approval of such acquisition from the Commission and then execute an amended Exhibit "A."

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month or quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be

retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, driver's manifests, vouchers, vehicle titles, and other detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. Records must be kept to show how the value placed on third party transactions was derived.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the

Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

Part I: Federally Funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. 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 "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. 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 part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. 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. However, if the recipient elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II: State Funded

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient 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 the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT "D" to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.

2. The Recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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 recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III: Other Audit Requirements

The Recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I above shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   Florida Department of Transportation
   Office of Comptroller
   605 Suwannee Street, MS 24
   Tallahassee, Florida 32399-0450
   Email: FDOTSingleAudit@dot.state.fl.us

   A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by Part I above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for reasons pursuant to section .320(e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Florida Department of Transportation
   Office of Comptroller
   605 Suwannee Street, MS 24
   Tallahassee, Florida 32399-0450
   Email: FDOTSingleAudit@dot.state.fl.us

   In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to:

   Florida Department of Transportation
   Office of Comptroller
   605 Suwannee Street, MS 24
   Tallahassee, Florida 32399-0450

Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

And

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by audit findings shall be submitted by or on behalf of the recipient directly to:

Florida Department of Transportation
Office of Comptroller
605 Suwannee Street, MS 24
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the Trip and Equipment Grant agreement for a period of at least five years from the date the audit report is issued, and shall allow the Commission, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Commission.

Monitoring:

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" above), monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The CTC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its requisition or invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip & Equipment Grant is met.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before

completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida

Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner,

director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities.

The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. Any lease or assignment of operational responsibility of project vehicles and equipment to third-persons is not allowed unless approved in writing by the Commission.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation

needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

15.00 Plans and Specifications: In the event that this agreement involves the purchasing of capital equipment or major components thereof, upon the Commission's request the Grantee shall submit to the Commission, certification that all such equipment meets or exceeds the requirements as identified in Exhibit "A." Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.20 Multi-Year Commitment: Whereas the Commission is created in the Florida Department of Transportation (Department) and assigned to the Secretary of the Florida Department of Transportation for administrative and fiscal accountability purposes; in the event this agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(7)(a) and Section 287.058, 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 shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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 and having a term for a period of more than one year.

In the event that this Agreement is for more than one year, this Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial Agreement or for a period no longer than the term of the original Agreement, whichever period is longer, on the condition that renewals shall be contingent upon satisfactory performance evaluations by the Grantee and is subject to the availability of funds. The Commission's performance and obligation to pay under any multi-year Agreement is explicitly contingent upon an annual appropriation by the Legislature.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2015. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2015.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Vendors and Subcontractors Rights:

21.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (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 forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as

defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor 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 Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	
AGREEMENT DATE	

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: Escambia County, Board of County Commissioners

BY:_____
Jack R. Brown

TITLE:_____
County Administrator

_____
Witness

_____
Witness

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY:_____

TITLE: **Executive Director (Commission Designee)**

Approved as to form and legal sufficiency.

By/Title:
Date: 10/15/14

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	
AGREEMENT DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Escambia County, Board of County Commissioners (221 Palafox Place, Pensacola, Florida, 32502).

PROJECT LOCATION: Escambia County(ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	
AGREEMENT DATE	

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County, Board of County Commissioners (221 Palafox Place, Pensacola, Florida, 32502).

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

Non-sponsored Trips	$730,628.00	FM# 43202718401
Voluntary Dollar	$173.00	FM# 43202818401
TOTAL	$730,801.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$657,565.00
Local Cash Funds	$73,063.00
Voluntary Dollar Contributions	$156.00
Monetary Value of In-Kind Match	$17.00
Total Project Cost	**$730,801.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

FY 14/15

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
$54,409	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174	$54,174

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Escambia County, Board of County Commissioners
EFFECTIVE DATE: July 1, 2014

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT $
Ambulatory	Trip (Pick up)	11.67
Ambulatory	Passenger Mile	1.08
Wheelchair	Trip (Pick up)	16.33
Wheelchair	Passenger Mile	1.95
Stretcher	Trip (Pick up)	24.00
Stretcher	Passenger Mile	3.12

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	
AGREEMENT DATE	

EXHIBIT "C"
TRIP/EQUIPMENT

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County, Board of County Commissioners (221 Palafox Place, Pensacola, Florida, 32502).

THE GRANTEE SHALL RETAIN AND/OR SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

Submit invoices for goods and services, with detailed supporting documentation, in detail sufficient for a proper pre-audit and post-audit thereof.

Retain, and upon request, submit drivers' manifests, with supporting detailed documentation, in detail sufficient for a proper pre-audit and post-audit thereof.

CERTIFICATIONS:

Certification of Equivalent Service in accordance with the Commission's policy on the acquisition of vehicles as it pertains to the Americans with Disabilities Act, as amended. Said certification shall accompany any reimbursement request for vehicles and shall use the Commission approved format.

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract including the Memorandum of Agreement and Transportation Disadvantaged Service Plan as set forth in Section 287.042(2), Florida Statutes.

2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.017(2), Florida Statutes ($35,000).

3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1), Florida Statutes ($20,000).

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO.
AGREEMENT DATE

EXHIBIT "D"

STATE AGENCY: FLORIDA DEPARTMENT OF TRANSPORTATION / FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

CSFA #: 55.001

TITLE: FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (COMMISSION) TRIP AND EQUIPMENT GRANT PROGRAM

TOTAL STATE FUNDING AMOUNT: $657,721.00

COMPLIANCE REQUIREMENTS:

ALLOWED ACTIVITIES:

Trip

An eligible non-sponsored trip is one that originates or ends in the Community Transportation Coordinator's service area. The Commission funds for non-sponsored trips shall be expended through a Community Transportation Coordinator, which is operating under a current Memorandum of Agreement (MOA), and will be expended at the fare structure contained in the approved Transportation Disadvantaged Service Plan for the particular type or mode of service. Lack of an executed MOA and approved Transportation Disadvantaged Service Plan will prevent the expenditure of any of these non-sponsored trip/equipment funds unless otherwise approved in writing by the Commission or their designee. [Program Manual for Trip & Equipment Grants, Rule 41-2.014, Florida Administrative Code].

Equipment

Capital Equipment is any equipment used to maintain or provide improved or expanded transportation services to the transportation disadvantaged and is exclusively utilized by the Community Transportation Coordinator. Eligible capital equipment includes but is not limited to:

- small medium buses, cutaway vans (van body on truck chassis), etc.;
- station wagons or vans;
- wheelchair lifts, ramps, and restraints;
- two-way radios and communications equipment (TDD-Telecommunications Device for the Deaf), cell phones, excluding annual service contracts;
- computer hardware/software;
- support equipment, other than items specifically identified in this section, above $500 per piece;
- vehicle procurement, testing, inspection acceptance, and vehicle rehabilitation when the rehabilitation extends the life of the vehicle one year beyond the original expectancy; and
- initial installation or set-up costs of any of the above items.

EQUIPMENT/REAL PROPERTY MANAGEMENT:

All vehicles purchased with Transportation Disadvantaged Funds shall be titled to the recipient agency with a lien to the Florida Commission for the Transportation Disadvantaged. Equipment purchased with this grant shall be for exclusive use by the Community Transportation Coordinator and shall not be leased or assigned for operational responsibility to third parties, unless approved in writing by the Commission. The Commission shall retain a majority of the interest in all capital equipment until the useful life of such equipment has been consumed. At that time, the grantee may dispose of such equipment with the written permission of the Commission in accordance with the Commission's Capital Equipment Procedures. [Program Manual for Trip & Equipment Grants].

In accordance with the Americans with Disabilities Act, all vehicles purchased through this grant, which are to be utilized on a fixed route/fixed schedule service, must be lift equipped. Recipients who intend to utilize project vehicles for demand response services shall assure their demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. [Program manual for the Trip & Equipment Grants].

The Community Transportation Coordinator may allocate up to 25 percent of the total project budget for capital expenditures excluding voluntary dollar contributions. Each vehicle or other capital equipment purchase must be covered for liability insurance. The Commission must be made an additional insured for liability policies. [Program Manual for Trip & Equipment Grants, Rule 41-2.014(2)(a), Florida Administrative Code].

MATCHING:

The trip/equipment grant program requires a local match. In defining local match, Rule 41-2.014(3), Florida Administrative Code, requires that eligible grant recipients must provide at least 10 percent of the total project cost as the local share. Examples of cash generated from local sources include local appropriations, dedicated tax revenues, private donations, net income generated from advertising and concessions, contract revenues, and farebox revenues. No federal or state revenues are acceptable as local generated cash. [Program Manual for Trip & Equipment Grants].

A 10 percent match is required for the money from the voluntary dollar contribution generated from the annual vehicle registration forms and must be in-kind match. Examples of in-kind match include non-cash donations, volunteered services, and salaries and fringe benefits. The value of each of these must be documented, reasonable and necessary for the arrangement or provision of transportation disadvantaged services. Service provided with State or Federal government revenues is not accepted as in-kind match. [Program Manual for Trip & Equipment Grants].

PERIOD OF AVAILABILITY:

Project costs eligible for State participation will be allowed only from the date of the Agreement. [Grant Agreement Provision 4.20].

SUBRECIPIENT MONITORING:

Third party contracts are contracts between a grantee and any subgrantee, or pass through funding recipient, consultants, or others in the private sector for work needed to carry out a project. Unless otherwise authorized in writing by the Commission, the Grantee may not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund money, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the project without being able to provide a written certification (upon the Commission's request) by the Grantee that the contract or obligation was executed in accordance with

the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. The procurement, execution, audit and closing of third-party contracts are basic grantee responsibilities and must be carried out using the same guidelines and procedures as described in Chapter 287, Florida Statutes. Inter-agency agreements or contracts passing through grant funds to other public bodies (including public transit operators) or transportation operators as defined in Chapter 427, Florida Statutes, are not third-party contracts. However, the pass-through recipient must comply with Chapter 287, Florida Statutes, if it enters into any subsequent third-party contract using Transportation Disadvantaged Trust Funds. [Grant Agreement Provision 12.10; Program Manual for Trip & Equipment Grants].

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, as revised, monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission, the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer or Auditor General. [Program Manual for Trip & Equipment Grants].

STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM

SUBCONTRACTED TRANSPORTATION PROVIDER (STP) AGREEMENT

Agreement No.: _____
F.E.I.D. No.: 59-6000598
Procurement No.: N/A
Financial Project I.D.: 41604318201
DMS Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Commission for the Transportation Disadvantaged, hereinafter called "Commission" and Escambia County, Board of County Commissioners, 221 Palafox Place, Pensacola, Florida, 32502, , hereinafter called "STP " for Escambia County(ies) of the State of Florida, duly authorized to conduct business in the State of Florida, hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with the delivery of Medicaid Non-Emergency Transportation Services, the Commission does hereby retain the STP to furnish certain services, information, and items as described in Exhibits A and B and Attachments, attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All plans, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall become the property of the Commission without restriction or limitation on their use and shall be made available upon request, to the Commission at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Commission of said document(s), the Commission shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The STP shall not copyright any material and products or patent any invention developed under this Agreement. The Commission shall have the right to visit the site for inspection of the work and the products of the STP at any time.

The Commission shall have the right to use, disclose, or duplicate all information and data developed, derived, documented, or furnished by the STP resulting from this Contract. Nothing herein shall entitle the Commission to disclose to

third parties data or information that is otherwise protected from disclosure by State or federal law.

D. The STP agrees to provide reports in a format acceptable to the Commission and at intervals established by the Commission. The Commission shall be entitled at all times to be advised, at its request, as to the status of work being done by the STP and of the details thereof. Coordination shall be maintained by the STP with representatives of the Commission, or of other agencies interested in the project on behalf of the Commission. Either party to the Agreement may request and be granted a conference.

E. All services shall be performed by the STP to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Executive Director of the Commission for the Transportation Disadvantaged.

2. TERM

A. INITIAL TERM. This Agreement shall begin on July 1, 2014 and shall remain in full force and effect through completion of all services required on August 31, 2014.

B. RENEWALS: This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Commission and subject to the availability of funds. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

C. EXTENSIONS. In the event that circumstances arise which make performance by the STP impracticable or impossible within the time allowed or which prevent a new Agreement from being executed, the Commission, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Commission may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the STP.

3. COMPENSATION AND PAYMENT

A. Payment shall not be made until funds from Agency for Health Care Administration have been received and deposited by the Commission. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422 (14), Florida Statutes.

B. This Agreement involves units of deliverables and they must be received and accepted in writing by the Commission's Contract Manager prior to payments.

C. The Commission has eleven (11) working days to inspect and approve the deliverables, unless otherwise specified herein. The Commission 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.

D. If a payment is not available within 40 days, a separate interest penalty pursuant to Section 215.422(3)(b), F.S., shall be due and payable, in addition to the invoice amount, to the STP. Invoices which have to be returned to a STP because of STP preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until payment for Agency for Health Care Administration has been received by the Commission and until a properly completed invoice is provided to the Commission.

E. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. All STPs must be registered in the My Florida Market Place. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which shall be paid to the State. Services provided under this Contract are exempt pursuant to Rule 60A-1.032(h), Florida Administrative Code.

F. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Consumer Hotline, 1-800-848-3792.

G. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Commission at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Commission upon request. Records of costs incurred shall include the STP's general accounting records and the project records, together with supporting documents and records, of the STP and all subcontractors performing work, as provided in Exhibit A, Scope of Work and all other records of the STP and subcontractors considered necessary by the Commission for a proper audit of project costs.

H. The Commission, 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 Commission shall require a statement from the Comptroller of the Department of Transportation that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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. Accordingly, the Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the STP shall be paid up to a maximum amount of $183,160.00. The maximum amount shall be made up of the following limiting amounts:

$183,160.00 from State Fiscal Year 14/15

The STP shall not provide services that exceed the limiting amount(s) without an approved amendment from the Commission. The total amount of this contract is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriations by the Legislature. The STP shall submit invoices in a format acceptable to the Commission. The STP will be paid, after the Commission has received payment from Agency for Health Care Administration, in equal payments per month, unless otherwise specified. The STP shall request payment through submission of a properly completed invoice to the Commission in accordance with Exhibit B, Method of Compensation.

J. The STP must submit the final invoice for payment to the Commission no more than forty-five (45) days after the Agreement ends or is terminated. If the STP fails to do so, all right to payment is forfeited and the Commission will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the STP and necessary adjustments thereto have been approved by the Commission

K. The State of Florida's (Commission's) performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and nothing herein shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides the Commission, 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 is null and void and no money may be paid on such contract.

4. INDEMNITY, PAYMENT FOR CLAIMS AND INSURANCE

A. INDEMNITY: To the extent allowed by Florida Law, the STP shall indemnify and hold harmless the Commission, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the STP and persons employed by or utilized by the STP in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of this Agreement.

B. PAYMENT FOR CLAIMS: The STP guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the STP or any subcontractor, in connection with the Agreement. The Commission's final acceptance and payment does not release the STP's responsibilities until all such claims are paid or released.

C. LIABILITY INSURANCE: The STP shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance in accordance with Rule Chapter 41-2.006, Florida Administrative Code. If the STP is a political subdivision of the State of Florida and is self-insured in accordance with the terms and provisions of Section 768.28, Florida Statutes regarding waiver of sovereign immunity in tort actions, the STP shall provide to the Commission a Certificate of Self-Insurance upon execution of this Agreement. Any lapse in coverage shall be reported in writing to the Commission.

D. WORKERS' COMPENSATION. The STP shall carry and keep in force Workers' Compensation Insurance as required for the State of Florida under the Worker's Compensation Law during the term of this Agreement.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The STP shall provide to the Commission certificates showing the required coverage to be in effect and showing the Commission to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Commission.

5. COMPLIANCE WITH LAWS AND REGULATIONS

A. The STP agrees to comply with all applicable federal and State laws, rules and regulations including but not limited to: Title 42 CFR Chapter IV, Subchapter C; Title 45 CFR Part 74, General Grants Administration Requirements; Chapters 409 and 641, F.S.; Part I of Chapter 427, F.S., Rule 41-2, F.A.C., the Electronics

Accessibility Act, all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; Title IX of the education amendments of 1972 (regarding education programs and activities); 42 CFR 431, Subpart F; Section 409.907(3)(d), F.S., and Rule 59G-8.100 (24)(b), F.A.C. in regard to the contractor safeguarding information about Medicaid Beneficiaries; Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment; Rule 59G-8.100, F.A.C.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794 (which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance); the Age Discrimination Act of 1975, as amended, 42 USC 6101 et. seq. (which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance); the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance; Medicare - Medicaid Fraud and Abuse Act of 1978; the federal Omnibus Budget Reconciliation Acts; Americans with Disabilities Act (42 USC 12101, et seq.); the Newborns' and Mothers' Health Protection Act of 1996, the Balanced Budget Act of 1997, and the Health Insurance Portability and Accountability Act of 1996. The STP is subject to any changes in federal and state law, rules, or regulations.

B. The STP 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 STP in conjunction with this Agreement. Failure by the STP to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

C. The STP agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Commission's Contract Manager and securing prior written consent. The STP also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Commission.

D. The STP shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

E. If the STP is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

1) If the Commission has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall

submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

2) Any person who is employed by the Commission and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that license. The complaint shall be confidential.

3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

G. 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 a public entity, and may not transact business with any public entity.

H. The Commission shall consider the employment by any STP of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the STP knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

I. Pursuant to Section 216.347, Florida Statutes, the STP may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or state agency. This Contract contains federal funding, therefore, the STP shall, upon Contract execution, complete the Certification regarding Lobbying Form, Attachment 2.

6. CONTRACT MANAGEMENT

A. The Commission shall be responsible for the management of this Contract. The Commission shall make all statewide policy decision-making or Contract interpretation. In addition, the Commission shall be responsible for the interpretation of all federal and State laws, rules and regulations governing, or in any way affecting, this Contract. The Commission shall conduct the management of this Contract in good faith, with the best interest of the State and the Medicaid Beneficiaries it serves being the prime consideration. The Commission shall consult with the Agency for Health Care Administration to provide final interpretation of general Medicaid policy. When interpretations are required, the STP shall submit written requests to the Commission.

B. The terms of this contract do not limit or waive the ability, authority or obligation of the Office of Inspector General, the Bureau of Medicaid Program Integrity, its contractors, or other duly constituted government units (State or federal) to audit or investigate matters related to, or arising out of this Contract.

C. The parties shall amend the Contract only as follows:

1) The parties cannot amend or alter the terms of this Contract without a written amendment.

2) Only a person authorized by the Commission and a person authorized by the STP may amend or alter the terms of this Contract.

D. Contract Variation. If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commission and the STP shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. In addition, if the laws or regulations governing this Contract should be amended or judicially interpreted so as to render the fulfillment of the Contract impossible or economically infeasible, both the Commission and the STP shall be discharged from further obligations created under the terms of the Contract. However, such declaration or finding shall not affect any rights or obligations of either party to the extent that such rights or obligations arise from acts performed or events occurring prior to the effective date of such declaration or finding.

E. Representation of Entire Contract. This Contract with exhibits and numbered attachments represents the entire agreement between the STP and the Commission with respect to the subject matter in it and supersedes all other contracts between the parties when the duly authorized representatives of the Commission and the STP signed the Contract. Correspondence and memoranda of understanding do not constitute part of this Contract. In the event of a conflict of language between the Contract and the exhibits and attachments, the provisions of the Contract shall govern. However, the Commission reserves the right to clarify any contractual relationship in writing with the concurrence of the STP and such clarification shall govern. Pending final determination of any

dispute over a Commission decision, the STP shall proceed diligently with the performance of the Contract

7. ASSIGNMENT AND TRANSFER

The STP shall maintain an adequate and competent staff so as to enable the STP to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Commission, other than those costs within the limits and terms of this Agreement. The STP is fully responsible for satisfactory completion of all subcontracted work. The STP shall provide the Commission with a listing of any subcontractor it sublets, assigns or transfers work to under this Agreement.

8. CONFLICT OF INTEREST

This Contract is subject to the provisions of Chapter 112, F.S. If applicable, the STP and its Subcontractors shall disclose the name of any officer, director, or agent who is an employee of the State of Florida, or any of its agencies. Further, the STP shall disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the STP's firm or any of its branches. The STP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. The STP further covenants that it will not employ any such person known to have such interests in the performance of the terms of this Contract. No official or employee of the Commission and no other public official of the State of Florida or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out the Contract shall, prior to completion of this Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

9. TERMINATION AND DEFAULT PROCEDURES

A. This Agreement may be canceled by the Commission in whole or in part at any time the interest of the Commission requires such termination. The Commission reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the Commission determines that the performance of the STP is not satisfactory, the Commission shall have the option of (a) immediately terminating the Agreement, or (b) notifying the STP of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Commission.

C. If the Commission requires termination of the Agreement for reasons other than unsatisfactory performance of the STP, the Commission shall notify the STP of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. The STP shall submit a notice of withdrawal from the Transportation Provider network at least ninety (90) calendar days prior to the effective date of such withdrawal.

E. In the event funds to finance this Contract become unavailable, the Commission may terminate the Contract upon no less than twenty-four (24) hours written notice to the STP. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds.

F. Termination for Breach. Unless the STP's breach is waived by the Commission in writing, the Commission may, by written notice to the STP, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Commission may employ the default provisions in Chapter 60A-1006(4), Florida Administrative Code.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Commission's right to remedies at law or to damages.

In accordance with 1932(e)(4), Social Security Act, the Commission shall provide the STP with an opportunity for a hearing prior to termination for breach. This does not preclude the Commission from terminating without breach.

G. Upon receipt of final notice of termination, on the date and to the extent specified in the notice of termination, the STP shall:

1) Stop work under the Contract, but not before the termination date;

2) Assign to the State those subcontracts as directed by the Commission including all rights, title, and interest of the STP for performance of those Subcontracts;

3) In the event the Commission has terminated this Contract in one or more Commission areas of the State, complete the performance of this Contract in all other areas in which the Commission did not terminate the Contract;

4) Take such action as may be necessary, or as the Commission may direct, for the protection of property related to the Contract that is in the possession of the STP and in which the Commission has been granted, or may acquire, an interest; and

5) Not accept any payment after the Contract ends, unless the payment is for services rendered before the Contract's termination effective date. The Commission may withhold any payments due under the terms of this

Contract until it receives all written and properly executed documents from the STP as required by written instructions from the Commission.

11. DAMAGES FOR FAILURE TO MEET CONTRACT REQUIREMENTS

In addition to any remedies available through this Contract, in law or equity, the STP shall reimburse the Commission and/or AHCA for any federal disallowances or sanctions imposed on the STP as a result of the STP's failure to abide by the terms of this Contract.

12. WAIVER

The parties shall not waive any covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract except by written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, or undertakings, the other party shall have the right to invoke any remedy available under law or equity not withstanding any such forbearance or indulgence.

13. INDEPENDENT PROVIDER

The parties expressly agree that the STP and any Subcontractors, and any agents, officers, and/or employees of the STP or any Subcontractors, in the performance of this Contract shall act in an independent capacity and not as officers and/or employees of the Commission or the State of Florida. Furthermore, the parties expressly agree that they shall not construe this Contract as having formed a partnership or joint venture between the STP or any Subcontractor and the Commission and/or the State of Florida.

14 MISCELLANEOUS

A. ATTORNEY'S FEES. In the event of a dispute, each party to the Contract shall be responsible for its own attorney's fees, except as otherwise provided by law.

B. COURT OF JURISDICTION OR VENUE For purposes of any legal action occurring as a result of, or under, this Contract, between the Commission and the STP, the place of proper venue shall be Leon County.

C. FORCE MAJEURE. The Commission shall not be liable for any excess cost to the STP if the Commission's failure to perform the Contract arises out of causes beyond the control and without the result of fault or negligence on the part of the Commission. In all cases, the failure to perform must be beyond the control without the fault or negligence of the Commission. The STP shall not be liable for performance of the duties and responsibilities of the Contract when its ability to perform is prevented by causes beyond its control. These acts must occur

without the fault or negligence of the STP. These include destruction to the facilities due to hurricanes, fires, war, riots, and other similar acts.

D. LEGAL ACTION NOTIFICATION. The STP shall give the Commission, by certified mail, immediate written notification (no later than thirty (30) Calendar Days after service of process) of any action or suit filed or of any claim made against the STP by any Transportation Provider, or any other party which results in litigation related to this Contract for disputes or damages exceeding the amount of $50,000. In addition, the STP shall immediately advise the Commission of the Insolvency of the STP and/or Transportation Provider or of the filing of a petition in bankruptcy by or against a principal STP.

E. MISUSE OF SYMBOLS, EMBLEMS, OR NAMES IN REFERENCE TO MEDICAID. Neither the STP nor any person may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems, the words "Medicaid," or "Agency for Health Care Administration," unless the AHCA provides prior written approval. The STP must obtain specific written authorization from the Commission in order to reproduce, reprint, or distribute any AHCA form, application, or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or AHCA terms does not provide a defense. Each piece of mail or information constitutes a Violation and is subject to sanctions.

F. OFFER OF GRATUITIES. By signing this Contract, the STP signifies that, if applicable, no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the State of Florida, the General Accounting Office, Department of Health and Human Services, CMS, or any other federal agency has or shall benefit financially or materially from this procurement. The Commission may terminate this Contract if it is determined that gratuities of any kind were offered to, or received by, any officials or employees from the State, its agents, or employees.

G. EMERGENCY MANAGEMENT PLAN. The STP shall submit its plans describing procedures ensuring the continuation of appropriate services during an emergency, including but not limited to localized acts of nature, accidents, and technological and/or attack-related emergencies, both natural and manmade. The STP shall provide a copy of its disaster plan for written approval no later than thirty (30) days after the effective date of this Contract and on June 1 of each year of this Contract, or at the request of the Commission.

H. CULTURAL COMPETENCY PLAN. The STP shall comply with the Cultural Competency Plan as developed by the Commission.

I. The STP and its employees, agents, representatives, or subcontractors are not employees of the Commission and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, STP and its employees, agents, representatives, or subcontractors are not agents of the Commission or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Commission or the State. The Commission shall not be bound by any unauthorized acts or conduct of the STP or its employees, agents, representatives, or subcontractors. STP agrees to include this provision in all its subcontracts under this Agreement.

J. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

K. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the STP.

L. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal 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.

M. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

N. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

O. Time is of the essence as to each and every obligation under this Agreement.

P. The following Exhibits and Attachments are incorporated and made a part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Method of Compensation
Attachment 1	Business Associate Agreement
Attachment 2	Special Audit Requirements
Attachment 3	Required Data Elements for Encounter Data
Attachment 4	Quarterly Grievance System Summary Report
Attachment 5	Trip Travel Expense Report

Attachment 6	Business Disruption Notification Report
Attachment 7	Critical Incident Report
Attachment 8	Definitions and Acronyms
Attachment 9	E-Verify Acknowledgement
Attachment 10	Vendor Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements
Attachment 11	Vendor Certification Regarding Scrutinized Companies Lists

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Escambia County Board of County Commissioners

Authorized Signature

Print/Type **Jack R. Brown**

Title **County Administrator**

Florida Commission for the Transportation Disadvantaged

Authorized Signature

Print/Type

Title

Approved as to form and legal sufficiency

By/Title: [signature]

Date: 6/13/14

Witness

Witness

EXHIBIT A
SCOPE OF SERVICES
Medicaid Non-Emergency Transportation Services

I. GENERAL OVERVIEW

A. Purpose

This Agreement between the Commission for the Transportation Disadvantaged (Commission) and the Subcontracted Transportation Provider (STP) is for the provision of Medicaid Non-Emergency Transportation (NET) services.

B. General Responsibilities of the State of Florida (State) and the Commission:

1. The Commission will be responsible for setting policy relating to the Medicaid NET program.

2. The Commission will administer the Agreement with the STP, monitor STP performance, and provide oversight in all aspects of the STP's operations.

3. The State has sole authority for determining Medicaid eligibility.

4. Except for Medically Needy Medicaid Beneficiaries, eligibility for Transportation Services provided by the Recipient is effective at 12:01 a.m. on the first (1st) Calendar Day of the month.

5. The Commission will conduct periodic monitoring of the STP's operations for compliance with the provisions of the Agreement and applicable federal, State, and local laws and regulations.

6. The Commission has final authority in interpreting the terms and conditions of the Agreement and analyzing all policies relating to the Agreement.

7. Unless otherwise specified in this Agreement, the Commission shall respond to all STP requests for a response within ten (10) Business Days of receipt of said request.

8. The Commission shall ensure that the STP is Cost Effective (see Section 409.912(44), F.S.). The Commission may not renew this Agreement if it is not Cost Effective.

C. General Responsibilities of the STP

1. The STP shall comply with all provisions of this Agreement and its amendments, if any, and shall act in good faith in the performance of the Agreement's provisions. The STP shall comply with all written policies and procedures developed by the Commission to implement all provisions of this Agreement. The STP agrees that failure to comply with any provision of this Agreement shall result in the assessment of sanctions as identified in this agreement.

2. The STP shall comply with all requirements of Section 6032 (Employee Education About False Claims Recovery) of the federal Deficit Reduction Act of 2005 if the Recipient receives or earns five million dollars or more, annually, under the Medicaid State plan.

3. The STP shall comply with all pertinent Commission rules in effect throughout the duration of the Agreement.

4. The STP shall comply with all current Florida Medicaid Handbooks as noticed in the Florida Administrative Weekly ("FAW"), or incorporated by reference in rules relating to the provision of Transportation Services set forth in this agreement, except where the provisions of the Agreement expressly alter the requirements set forth in the Florida Medicaid Handbooks promulgated pursuant to the Florida Administrative Code (FAC). In addition, the STP shall comply with the limitations and exclusions in the Medicaid Handbooks, unless otherwise specified by this Agreement. In no instance may the STP's limitations or exclusions imposed be more stringent than those specified in the Medicaid Handbooks. The STP shall furnish Transportation Services in an amount, duration, and scope that the STP may reasonably expect to achieve the purpose for which the Transportation Services are furnished. The STP shall not arbitrarily deny or reduce the amount, duration, or scope of Transportation Services solely because of a Medicaid Beneficiary's diagnosis, type of illness, or condition.

5. This Agreement, including all attachments and exhibits, represents the entire agreement between the STP and the Commission and supersedes all other contracts, agreements, or understandings between the parties when it is executed by duly authorized signatures of the STP and the Commission. Correspondence and memoranda of understanding do not constitute part of this Agreement. In the event of a conflict of language between the Agreement and the exhibits and attachments, the provisions of the Agreement shall govern.

6. The Commission reserves the right to clarify any terms and conditions in question in regards to the Agreement between the Commission and the STP, in its sole discretion, in writing; such clarification shall govern. Upon final determination of any dispute over any Commission decision, the STP shall proceed diligently with the performance of its duties as specified under the Agreement and in accordance with the direction of the Agency's Division of Medicaid.

7. The STP shall comply with the Commission's Quality Improvement Program (QIP) to ensure enhancement of quality of Transportation Services and emphasize the

goals of improving the quality of Transportation Services provided to Medicaid Beneficiaries. The Commission may sanction the STP, if the STP, or one of its Subcontractors or a Transportation Provider does not meet acceptable Quality Improvement (QI) and Performance Measures (PMs), based on the Commission's reports and other outcome measures.

8. The STP must meet all requirements for doing business in the State of Florida.

9. The Commission may require the STP to provide to the Commission, or its Agent, information or data that is not specified under this Agreement. In such instances, and at the direction of the Commission, the STP shall fully cooperate with such requests and furnish all information in a timely manner, in the format in which the Commission requested. The STP shall have at least thirty (30) Calendar Days to fulfill such *ad hoc* requests.

10. The STP shall monitor utilization of Transportation Services by Medicaid Beneficiaries through the Prior Authorization of claims for Covered Services and the reports specified in this agreement.

11. The STP shall collect and submit Encounter Data for each Agreement Year in the format set forth in the Reporting Requirements section of this agreement, or as required by the Commission, and within the time frames specified by the Commission. All Covered Services rendered to Medicaid Beneficiaries shall result in the creation of an encounter record.

12. The STP shall not:

    a. Use Fee-for-Service ambulance transport in lieu of Cost Effective and appropriate Transportation Services;

    b. Limit Medicaid Beneficiaries to a specific number of medical Trips for any specific time period; and/or,

    c. Limit Medicaid Beneficiaries to specific Licensed Health Care Professionals or use similar limitations that restrict the distance required for a Medicaid Beneficiary to receive Transportation Services, or limit the number of Trips provided to Medicaid Beneficiaries.

13. Use of Funding for Lobbying or Advocacy Purposes

    a. The STP shall ensure that neither the STP nor any of its Subcontractors or Transportation Providers use Medicaid funding to lobby, advocate, or encourage other parties to lobby or advocate legislators or other political leaders in violation of State and federal law. If the Commission determines that the STP, a Subcontractor, or a Transportation Provider has violated this requirement against lobbying or advocating, the Commission may sanction the STP.

b. The Recipient shall ensure that all Subcontractors and Transportation Providers execute a Certificate Regarding Lobbying no less than thirty (30) Calendar Days before the effective date of the Agreement and maintain copies of said Certificates in the Recipient's files.

c. All of the lobbying and advocating requirements set forth in this Agreement apply to staff, Subcontractors, Transportation Providers, Recipient volunteers, employees, independent contractors, and all persons acting for, or on behalf of, the Recipient. The requirements set forth in this Section shall govern the development of all materials. Additionally, the Recipient is vicariously liable for any Violations of its Subcontractors, Transportation Providers, agents, employees, staff, and/or independent contractors.

II. BENEFICIARY ELIGIBILITY

A. Eligibility

1. Eligible Populations

a. The STP shall provide Medicaid Transportation Services only to Medicaid Beneficiaries who are included in the eligible population.

b. The categories of eligible Medicaid Beneficiaries authorized to receive services from the Recipient include, but are not limited to, the following:

(1) Low Income Families and Children;

(2) Foster Care Children;

(3) Sixth Omnibus Budget Reconciliation Act (SOBRA) Children and pregnant women;

(4) Supplemental Security Income (SSI) Medicaid only Medicaid Beneficiaries;

(5) SSI Medicare, Part B only Medicaid Beneficiaries;

(6) SSI Medicare, Parts A and B Medicaid Beneficiaries;

(7) Medicaid Beneficiaries who are residents in ALFs;

(8) The MEDS Aged/Disabled (AD) population;

(9) Individuals with Medicare coverage (e.g., dual eligible individuals) who are not enrolled in a Medicare-funded Managed Care Organization (MCO);

(10) Institutional Care Program (ICP) Residents: Beneficiaries who are eligible for transportation services for placement in a facility while their eligibility determination is being processed (e.g., nursing home residents, etc.);

(11) Presumptively Eligible Pregnant Women: This program allows staff at County Health Departments, Regional Prenatal Intensive Care Centers, and other qualified medical facilities to make a presumptive determination of Medicaid eligibility for low-income pregnant women. This presumptive determination allows a woman to access prenatal care while Department of Children and Families eligibility staff make a regular determination of eligibility. Outpatient or office services related to the pregnancy are reimbursed by this program; transportation services are available to support these visits;

(12) Medicaid Beneficiaries who are receiving services through:

(a) A hospice program;

(b) A Prescribed Pediatric Extended Care (PPEC) center;

(c) The Aged/Disabled Adult Waiver;

(d) The Alzheimer's Disease Waiver;

(e) The Assisted Living for the Elderly Waiver;

(f) The Channeling Waiver;

(g) The Familial Dysautonomia Waiver;

(h) The Florida Senior Care Waiver;

(i) The Model Waiver;

(j) The Nursing Home Diversion Waiver;

(k) The Project AIDS Care Waiver; or

(l) The Traumatic Brain Injury/Spinal Cord Injury (TBI/SCI) Waiver.

(13) Title XXI MediKids: A Title XXI health insurance program that provides certain children, who are not Medicaid eligible, with Medicaid benefits; and

(14) Medically Needy: A Medically Needy beneficiary is an individual who would qualify for Medicaid but has income or resources that exceed normal Medicaid guidelines. On a month-by-month basis, the individual's medical expenses are subtracted from income; if the remainder falls below Medicaid's income limits, the individual may qualify for Medicaid through the end of the month.

2. Ineligible Populations

a. The following categories describe Medicaid Beneficiaries who are not eligible to receive Transportation Services from the Recipient:

(1) Medicaid MCO enrollees – Medicaid Beneficiaries who are enrolled with a Medicaid MCO that provides Transportation;

(2) Medicaid Beneficiaries who have their own means of Transportation;

(3) Medicaid Beneficiaries who, at the time of application for enrollment and/or at the time of enrollment, are domiciled or residing in an institution, including:

(a) Statewide inpatient psychiatric program (SIPP) facilities;

(b) Intermediate care facility for persons with developmental disabilities (ICF-DD);

(c) State Hospitals; or

(d) Correctional institutions.

(4) Qualified Medicare Beneficiaries ("QMBs"), Special Low Income Medicare Beneficiaries ("SLMBs"), Qualified Medicare Beneficiaries Renal Dialysis ("QMBRs"), or Qualified Individuals at Level 1 ("QI-1s");

(5) Medicaid Beneficiaries who reside in the following:

(a) Residential commitment programs/facilities operated through the Department of Juvenile Justice (DJJ);

(b) Residential group care operated by the Family Safety & Preservation Program of the Department of Children and Families (DCF);

(c) Children's residential treatment facilities purchased through the Substance Abuse & Mental Health District

(SAMH) Offices of the DCF (also referred to as Purchased Residential Treatment Services – PRTS);

(d) SAMH residential treatment facilities Licensed as Level I and Level II facilities; and

(e) Residential Level I and Level II substance abuse treatment programs. See Sections 65D-30.007(2)(a) and (b), F.A.C.

(6) Legal aliens;

(7) Medicaid Beneficiaries who are also members of a Medicare-funded Managed Care Organizations (MCOs);

(8) Medicaid Beneficiaries who are enrolled in the Family Planning Waiver; and/or

(9) Medicaid Beneficiaries who are enrolled in the Program of All-inclusive Care for the Elderly (PACE).

b. The following waivers' services are not eligible for Transportation Services:

(1) The Developmentally Disabled Waiver (Tier 1);

(2) The Developmentally Disabled Waiver (Tier 2);

(3) The Developmentally Disabled Waiver (Tier 3);

(4) The Family and Supported Living Waiver (Tier 4); and

(5) The Adult Cystic Fibrosis Waiver.

B. Gate Keeping

1. Medicaid Compensable Trips

a. Neither the STP, any of its Subcontractors nor Transportation Providers shall require written verification from the Medicaid Beneficiary as to the need for an Urgent Trip or Medically Necessary Trip.

b. The STP, Subcontractors or Transportation Providers, in its efforts to ensure proper Gate Keeping, may:

(1) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the medical care is Medicaid

compensable. If the Trip is not Medicaid compensable, the STP shall deny the Trip request.

(2) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the Medicaid Beneficiary has an appointment. If the Medicaid Beneficiary does not have an appointment, the STP shall deny the Trip request.

(3) Contact the Medicaid Beneficiary's provider's/Licensed Health Care Professional's office and ask if the medical care is considered Urgent Care as defined in this Agreement. If the STP is able to confirm that the Trip is not considered Urgent Care, the STP may require that the Medicaid Beneficiary reschedule the requested Medicaid compensable Trip.

c. The STP can require that a Medicaid Beneficiary seek Medicaid compensable services from a physician/Licensed Health Care Professional doing business in the Medicaid Beneficiary's city/community of residence unless:

(1) There is not a physician/Licensed Health Care Professional in the Medicaid Beneficiary's city/community of residence that can or will provide services to the Medicaid Beneficiary;

(2) The Medicaid Beneficiary has started a course of treatment for an Acute Condition in one county of residence and subsequently changes his county of residence to an adjacent county of residence. Upon completion of a course of treatment for an Acute Condition, the Recipient may require the Medicaid Beneficiary utilize the services of a provider/Licensed Health Care Professional located in the Medicaid Beneficiary's city/community of residence; or

(3) The Medicaid Beneficiary's provider/Licensed Health Care Professional is located in an adjacent city/community and is at a distance no further from the Medicaid Beneficiary's home than a similar physician/Licensed Health Care Professional in the Medicaid Beneficiary's city/community of residence.

d. The STP shall not limit the number of Medicaid compensable Trips that a Medicaid Beneficiary receives.

e. In order to manage the coordination of Transportation Services, the STPs may request that a Medicaid Beneficiary reschedule a Medicaid compensable Trip that is not an Urgent Trip, but in no event may the STPs and/or Transportation Providers delay the Medicaid Beneficiary's appointment by more than fifteen (15) Business Days.

f. The STP may limit out of county Trips to specific days of the week (e.g., Tampa on Mondays and Wednesdays; Orlando on Tuesdays and Thursdays). The STP must provide out of county Trips on unscheduled days if the provider with whom the Medicaid Beneficiary has an appointment does not see patients on the Recipient's regularly scheduled Trip day. The STP is responsible for notifying Medicaid Beneficiaries of an established out of county service route so that Medicaid Beneficiaries can schedule appointments accordingly.

(1) The STP can request confirmation, but shall not require written confirmation, from the provider or the Medicaid area office that the out of county Medicaid compensable services are not available in the Medicaid Beneficiary's county of residence or that the services are available only on a specific day that does not correspond to the established schedule.

2 Out of State Transportation

a. If the Agency for Health Care Administration authorizes an out of State Medicaid compensable service, the STP shall not require additional confirmation that the services are available in the State.

(1) For advance notice purposes, within one (1) Business Day of receipt from the Agency for Health Care Administration, the Commission shall notify the STP when a Medicaid Beneficiary requests out of State Medicaid compensable services.

(3) The Commission shall forward the written approval from the Agency for Health Care Administration to the STP authorizing out of State Medicaid compensable services.

(4) At least quarterly, the Commission shall update the STP on the status of Medicaid Beneficiaries receiving Medicaid compensable services out of State.

(5) The Commission will forward any notification from AHCA stating that a Medicaid Beneficiary is ready for transport back to the State.

3. Neither the Agency for Health Care Administration, the Commission, nor the STP shall limit the following types of Trips. The STP shall provide the following types of Trips in addition to the STPs daily Trip allocation:

a. Urgent Trips

b. Trips to the following types of services:

(1) Dialysis;

(2) Chemotherapy;

(3) Wound treatment;

(4) Behavioral Health Care;

(5) Prescribed Pediatric Extended Care centers (PPECs); or,

(6) Any other Trip not specifically set forth above, but that the Agency for Health Care Administration determines, after consultation with the Commission, is in the best interests of the Medicaid Beneficiary population.

4. The STPs shall comply with the following gate keeper responsibilities:

a. Accept requests for Transportation Services directly from Medicaid Beneficiaries, adult family members on behalf of minor Medicaid Beneficiaries, guardians responsible for Medicaid Beneficiaries, and providers/Licensed Health Care Professionals on behalf of Medicaid Beneficiaries.

b. Assure that the Medicaid Beneficiary is a resident of Florida and is currently Medicaid eligible. Medicaid eligibility shall be obtained by contacting a MEVS vendor or similar provider, including the STPs eligibility verification program, through FAXBACK with the Medicaid Fiscal Agent where a fax is sent through an automated system and a report is transmitted back containing Beneficiary eligibility information.

c. Determine if transportation resources exist within the Medicaid Beneficiary's Household regularly and/or specifically for the Trip requested, and may deny a Trip request if the Medicaid Beneficiary has appropriate transportation resources in his/her Household.

d. Determine if there is a reason why the Medicaid Beneficiary cannot utilize his/her own transportation (such as the vehicle is broken, out of gas, etc.). If the Beneficiary is unable to utilize his/her transportation, the STP may assist the Medicaid Beneficiary in utilizing his/her own means of transport (fix vehicle, supply gas, etc.).

e. Determine whether any person who does not reside in the Medicaid Beneficiary's household can reasonably provide transportation. "Reasonably" is defined to mean both willing and able. The STP shall not demand the use of transportation resources available through any party residing outside the Medicaid Beneficiary's household.

f. Require the use of public transportation, where available and appropriate, for Medicaid Beneficiaries who are able to understand common signs and directions.

g. Determine if the Medicaid Beneficiary is ambulatory, requires a mobility device, or requires a stretcher for transport. The STP shall transport Medicaid Beneficiaries who must use a mobility device for ambulation or must remain in a lying position in vehicles appropriate to their level of need.

h. Provide Transportation Services only to a Medicaid compensable service.

i. Refuse to reimburse the cost of transportation provided for a Medicaid Beneficiary by any relative or member of the same household, exclusive of foster parents.

j. Some nursing facilities, group homes, and personal care homes have one or more vehicles, which are intended to facilitate the general administration of the facility and not necessarily to provide for resident transportation. The STP cannot deny Transportation Services based on the mere existence of a vehicle. The availability of a vehicle for resident transportation must be determined on a case by case basis. If the vehicle is not available for resident transportation at the time required, as represented by the nursing facility manager or director of nursing, as applicable, the Recipient/Subcontractor shall exclude such vehicle as an alternate form of available transportation.

k. Consider information presented by or on behalf of a Medicaid Beneficiary relative to the need for Transportation Services upon each such request for transportation, notwithstanding previous denials of service.

l. Except as otherwise specified below, require that a Medicaid Beneficiary and associated Attendant/Escort be picked up from, and returned to, a common address.

m. Ensure that Medicaid is the payor of last resort and that the Medicaid Beneficiary does not have access to any other form of transportation service to a Medicaid compensable service.

5. If the STP requires an application process to determine eligibility for Transportation Services, the STP shall provide Transportation Services to all Medicaid Beneficiaries requiring Urgent Trips pending the STP's final eligibility determination.

III. MEDICAID BENEFICIARY SERVICES

A. Medicaid Beneficiary Services

1. General Provisions

a. The STP shall have written policies and procedures for the provision of Transportation Services, as specified in this Agreement

b. The STP shall ensure that Medicaid Beneficiaries are aware of their rights and responsibilities, how to obtain Transportation Services, what to do in an Emergency or Urgent Care situation, how to file a Complaint, Grievance, Appeal, or Medicaid Fair Hearing, how to report suspected Fraud and Abuse, and all other requirements and Covered Services.

c. The STP shall have the capability to answer Medicaid Beneficiary inquiries via written materials, telephone, electronic transmission, and face-to-face communication.

d. The STP shall not charge the Commission, Agency for Health Care Administration or Medicaid Beneficiaries for printing written materials.

e. The STP must make oral interpretation services available free of charge to non-English speaking Medicaid Beneficiaries. This applies to all non-English languages, not just those that the State identifies as prevalent. The STP shall not charge the Commission, Agency for Health Care Administration or the Medicaid Beneficiary for interpretation services. The STP shall notify all Medicaid Beneficiaries that oral interpretation is available for any language and written information is available in prevalent languages, and how to access those services.

2. Medicaid Beneficiary Communications

a. Requirements for all Communications

(1) The Commission and the AHCA must approve, in writing, all written, website and verbal communications developed by the STP for distribution/transmission to Medicaid Beneficiaries before communication.

(2) The STP shall make all written communications available in alternative formats and in a manner that takes into consideration the Medicaid Beneficiary's special needs, including those who are visually impaired or have limited reading proficiency (e.g., Braille, large print format, etc.). The STP shall notify all Medicaid Beneficiaries that information is available in alternative formats and how to access those formats.

(3) The STP shall make all written communications available in English, Spanish, and all other foreign languages in a county spoken by five percent (5%) or more of the total county population.

(4) The STP shall provide Medicaid Beneficiary information in accordance with 42 CFR 438.10, which addresses information requirements related to written and oral communications provided to Medicaid Beneficiaries, including: languages, format, Transportation Services, Service Area, and the Grievance System. The STP shall notify Medicaid Beneficiaries on at least an annual basis of their right to request and obtain information in accordance with the above regulations.

(5) All written materials shall be at or near the fourth (4th) grade reading comprehension level. Suggested reference materials to determine whether the STP's written materials meet this requirement are:

(a) Fry Readability Index;

(b) PROSE The Readability Analyst (software developed by Education Activities, Inc.);

(c) Gunning FOG Index;

(d) McLaughlin SMOG Index;

(e) The Flesch-Kincaid Index (available in Microsoft Word); or

(f) Other software approved in writing by the Agency.

(6) The STP shall provide written notice to the Commission of any changes to any correspondences, templates for mass mailings, and/or written materials provided to Medicaid Beneficiaries. The Commission shall review and shall submit all written materials to the AHCA at least forty-five (45) Calendar Days before the effective date of the change. The STP shall provide written notice of changes to the Medicaid Beneficiary Transportation Handbook and any policy changes to Medicaid Beneficiaries at least thirty (30) Calendar Days before the effective date of the change, but not before the Commission and the AHCA approves, in writing, the STP's written notice.

b. The STP shall mail any other mutually agreed upon notices at a date and time agreed to by the Agency for Health Care Administration and the Commission.

c. The STP shall not mail or give any written communications to Medicaid Beneficiaries without first obtaining the Commission's written approval of the communication.

d. The Commission shall sanction the STP, in accordance with the contract, for any failure on the part of the STP and/or Transportation Providers to obtain the Commission's written approval before disseminating written materials to Medicaid Beneficiaries.

3. Notice of Eligibility and Medicaid Beneficiary Transportation Services Handbook

a. Within seven (7) Calendar Days following the STP's determination of a Medicaid Beneficiary's eligibility to receive Transportation Services, the STP shall mail each Medicaid Beneficiary a copy of its Medicaid Beneficiary Transportation Services Handbook.

b. The Medicaid Beneficiary Transportation Services Handbook shall include the following information:

(1) A Table of Contents;

(2) The STP's toll-free Trip scheduling telephone number;

(3) Information to explain the different types of coverage available and the time frames for requesting and receiving Transportation Services;

(4) Directions on the use of Transportation Services offered by the STP;

(5) The extent to which, and how, the STP provides non-business hour, inpatient delivery/return, Urgent Care delivery/return, and Emergency Room discharge Transportation Services;

(6) An explanation of the Grievance System, including the address, telephone number, and office hours of the STP's Grievance staff and the Commission's Ombudsman. The STP shall specify phone numbers for a grievant to call to present a Complaint, Grievance, or Appeal. Each phone number shall be toll-free within the grievant's geographic area and provide reasonable access to the STP and/or Commission without undue delays;

(7) Medicaid Beneficiary rights and responsibilities;

(8) Information on Emergency Transportation and how to access those services;

(9) Information on oral interpretation services for all languages and alternative communication formats are available, free of charge, and how to access these services;

(10) Information that the Medicaid Beneficiary's Transportation Services can continue if the Medicaid Beneficiary files a Complaint, Grievance, or Appeal of a denied authorization and that the Medicaid Beneficiary may have to pay in case of an adverse ruling;

(11) Co-payments for the Medicaid Beneficiary;

(12) Instructions explaining how Medicaid Beneficiaries may obtain information from the Commission regarding the Quality Improvement Plan and Performance Measure indicators, including Medicaid Beneficiary information;

(13) Procedures for reporting Fraud, Abuse, and Overpayment;

(14) Information regarding HIPAA relative to the Medicaid Beneficiary's personal health information; and,

(15) Information relating to the STP's Medicaid Beneficiary No Show Policy.

c. The Medicaid Beneficiary Handbook must clearly specify all necessary procedural steps for filing Complaints, Grievances, Appeals, and Medicaid Fair Hearings, including:

(1) Medicaid Beneficiary rights to file Complaints, Grievances, and Appeals and all requirements and time frames for filing Complaints, Grievances, and Appeals.

(2) The Commission's and STP's Grievances and Appeals Coordinator's address, toll-free telephone number and office hours.

(3) The availability of assistance to Medicaid Beneficiaries in filing Grievances, Appeals, and Medicaid Fair Hearings.

(4) The rules that govern representation at the Medicaid Fair Hearing.

(5) A statement explaining the Medicaid Beneficiary's right to request a continuation of Transportation Services during an Appeal and/or Medicaid Fair Hearing and a statement that if the Medicaid Fair Hearing upholds the STP's Action, the STP may hold the Medicaid

Beneficiary liable for the cost of any continued Transportation Services.

(6) A detailed explanation of the proper procedure for a Medicaid Beneficiary to request a continuation of Transportation Services during an Appeal and/or Medicaid Fair Hearing.

B. No Show Beneficiary Education

1. If a Medicaid Beneficiary fails to provide notice of a cancellation to the STP or a Transportation Provider at least twenty-four (24) hours in advance of a scheduled Trip, or the Medicaid Beneficiary is not available, or has decided he/she does not require Transportation Services, then the STP shall classify the Medicaid Beneficiary as a No Show. The STP shall provide the Commission a monthly report listing it's No Show Medicaid Beneficiaries. The No Show Medicaid Beneficiary report shall include the Medicaid Beneficiary's name, phone number, date and time scheduled for transport, and Trip destination.

2. The STP shall contact the Medicaid Beneficiaries who are identified as No Shows and counsel them on the proper usage of NET services and provide technical assistance. The STP shall track the Medicaid Beneficiaries it counseled regarding the No Show policy and keep a record of the technical assistance provided. The STP shall take no action to "lock-in" a Medicaid Beneficiary without written approval provided by the Agency for Health Care Administration's Project Manager. The Commission shall maintain a copy of the AHCA written approval in the STP's contract file.

3. If the No Show Medicaid Beneficiary provides acceptable, verifiable evidence to the STP that the No Show was due to unforeseen and unavoidable circumstances, the STP shall not count the missed Trip as a No Show, unless such evidence does not prove the Medicaid Beneficiary was unable to meet the scheduled pick-up time due to said unforeseen and unavoidable circumstances.

C. Co-Payments

1. The STP may charge a co-payment from Medicaid Beneficiaries that is not greater than one dollar ($1.00) for each Trip or two dollars ($2.00) per each round Trip. The STP must explain the STP's co-payment plan as part of the STP's co-payment plan in the Medicaid Beneficiary Transportation Services Handbook.

2. The following categories of Medicaid Beneficiaries are not required to pay a co-payment:

a. Medicaid Beneficiaries under twenty-one (21) years of age;

b. Pregnant women when the Transportation Services relate to:

(1) The pregnancy;

(2) To any medical condition that may complicate the pregnancy; or

(3) Conditions or complications of the pregnancy extending through the end of the month in which the sixty (60) day period following termination of pregnancy ends.

c. Institutional Care Program (ICP) Medicaid Beneficiaries who are required to spend all of their income for medical care costs (except for a minimal amount that is required for personal needs) as a condition of receiving services in an institution and who are inpatients in long-term care facilities, Hospitals, or other medical institutions;

d. Medicaid Beneficiaries when Transportation Services relate to family planning services; and,

e. Medicaid Beneficiaries who are receiving hospice services.

3. A STP cannot deny Transportation Services to a Medicaid Beneficiary based solely on the Medicaid Beneficiary's inability to pay a Medicaid co-payment. If the Medicaid Beneficiary is unable to pay for Transportation Services at the time the Transportation Provider renders Transportation Services, the STP may bill the Medicaid Beneficiary for the unpaid charge.

D. Cultural Competency

1. The STP shall comply with the Commission's written Cultural Competency Plan, in accordance with 42 CFR 438.206, to ensure Transportation Services are provided in a culturally competent manner to all Medicaid Beneficiaries, including those with limited English proficiency. The Cultural Competency Plan explains that STPs and STP employees will provide effective Transportation Services to people of all cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individual Medicaid Beneficiaries and protects and preserves the dignity of each Medicaid Beneficiary.

IV. COVERED SERVICES

A. Covered Services

1. The STP shall ensure the provision of Transportation Services in sufficient amount, duration, and scope reasonably expected to achieve the purpose for which the Transportation Services are furnished and shall ensure the provision of the following Covered Services as defined and specified in this Agreement. The STP shall not arbitrarily deny or reduce the amount, duration, or scope of Transportation Services solely because of a Medicaid Beneficiary's diagnosis, type of illness, or condition.

2. The STP is responsible for ensuring that it incorporates all Transportation Provider, service, and product standards specified in the Agency's Non-Emergency Transportation Services Coverage & Limitations Handbooks and the Commission's handbooks into the STP's Transportation Provider Agreement by reference.

3. Medicaid Beneficiaries who have begun self-administered home oxygen before transport may continue administration during transport. However, a Medicaid Beneficiary cannot begin a new regimen of oxygen therapy during transport, nor may the attendant employed by the Transportation Provider administer oxygen.

4. Escort Services – An Attendant/Escort is an individual whose presence is required to assist a Medicaid Beneficiary during transport and at the place of treatment. The Attendant/Escort leaves the vehicle at its destination and remains with the Medicaid Beneficiary. An Attendant/Escort must be of an age of legal majority recognized under Florida law.

    a. The STP must allow, without charge to the Escort or Medicaid Beneficiary, one (1) Attendant/Escort to accompany a Medicaid Beneficiary or group of Medicaid Beneficiaries who are blind, deaf, mentally disabled, or under twenty-one (21) years of age, when the Medicaid Beneficiaries are transported to receive Medicaid compensable services.

    b. Upon the request of a Prescribed Pediatric Extended Care (PPEC) Center, the STP shall pick up Escorts for children attending said PPEC at a mutually agreed upon location from the Medicaid Beneficiary before picking up the Medicaid Beneficiary who is traveling to the PPEC. The STP shall not drop off the Escort until after the STP has dropped off the PPEC Medicaid Beneficiary.

5. Special Covered Services – The STP must supply Transportation for Medicaid Beneficiaries when:

    a. The Agency for Health Care Administration has begun a closure or decertification of a Nursing Facility and Medicaid Beneficiaries require Transportation from one Nursing Facility to another or to an alternate living arrangement; or,

    b. A Medicaid Beneficiary has a change in level of care that results in the facility not being certified or equipped to provide medically required or specialized services and the Medicaid Beneficiary requires Transportation from one Nursing Facility to another Nursing Facility or to an alternative living arrangement.

6. The STP shall provide Transportation Services for the following Covered Services:

    a. The STP must provide Transportation Services to eligible Medicaid Beneficiaries for Medicaid compensable services by using the most

appropriate mode of Transportation, including, but not limited to, the following types:

(1) Multiload Vehicles – A multiload vehicle is a multiple passenger vehicle, typically used for Transportation Services. It is appropriate only for ambulatory or non-ambulatory persons who can enter and exit a vehicle with minimal to no assistance. Assistance means that additional equipment and time are required. Multiload vehicles may include buses, vans, sedans, and taxis.

(2) Wheelchair Vehicle – A wheelchair vehicle is a motorized vehicle equipped specifically with certified wheelchair lifts, or other equipment designed to carry persons in wheelchairs and scooters, or with mobility impairments. The STP may use wheelchair vehicles for the provision of ambulatory transportation services to maximize capacity.

(a) The STP must use wheelchair vehicles in the following NET situations:

(i) Medicaid Beneficiaries who are continually confined to a wheelchair;

(ii) Medicaid Beneficiaries with severe mobility handicaps that prevent them from using private or public transportation or taxis;

(iii) Medicaid Beneficiaries who are semi-ambulatory or homebound, and can accomplish limited ambulatory movement with the assistance of a special ambulatory aid (like a walker or cane); or,

(iv) Medicaid Beneficiaries who use a mobility device.

(b) In questionable cases, the STP may contact the office of the Medicaid Beneficiary's Health Care Professional to verify the Medicaid Beneficiary's need for transport by a wheelchair vehicle.

(3) Stretcher Vehicle – A stretcher vehicle is an enclosed vehicle that accommodates a litter and is equipped with locking devices to secure the litter during transit. Stretcher service is required for Medicaid Beneficiaries who are non-ambulatory and need assistance to be transported to and from the vehicle and the Health Care Professional's facility in a reclining position.

(a) No flashing lights, sirens, or emergency equipment are required to be installed on a stretcher vehicle.

(b) The STP can provide stretcher services only in non-emergency situations and are limited to use by:

(i) Medicaid Beneficiaries who need to remain in a lying position but do not require the administration of life support; or,

(ii) Medicaid Beneficiaries who have severe mobility disabilities that render them unable to sit in an upright position for prolonged periods of time.

(c) In questionable cases, the STP may require a medical professional's verification or documentation of a Medicaid Beneficiary's need for transport by a stretcher vehicle.

(4) Public Transportation (where available) – In some areas of Florida, public transportation may be a viable and Cost Effective alternative to more traditional and expensive forms of Non-Emergency Transportation. For purposes of this Agreement, public transportation is any fixed-route transportation service that is available to the general public.

(a) Transit companies, county or city governments, or federally funded transportation authorities may provide public transportation.

(b) The STP may use public transportation to provide a full Trip, or portion of a Trip, to or from a Medicaid compensable service.

(c) The intent of this section is to maximize the use of fixed-route services.

(5) Over-the-Road Bus (where available) – An over-the-road bus is traditionally used to traverse long distances such as cross-county and cross-state travel.

(6) Private Volunteer Transportation (where available) – Private volunteer transportation is provided by individuals or agencies that receive no compensation or payment other than minimal reimbursement for Mileage for the provision of private volunteer transportation services.

(a) The STP shall ensure that Medicaid Beneficiaries receive Transportation Services from a volunteer organization,

including, if applicable, scheduling appointments, and notifying Medicaid Beneficiaries of arrangements.

(b) The STP is responsible for all necessary payments (excluding co-payments, if any) to the private volunteer Transportation Provider.

(c) Use of volunteer transportation does not alleviate the STP's responsibility to assure the safety, comfort, and appropriate mode of Transportation consistent with the Medicaid Beneficiary's health care status. The STP must ensure that all volunteers and vehicles used to provide private volunteer transportation are properly Licensed and insured.

(7) Commercial Air Carrier Transportation – The STP may provide, where necessary or appropriate, commercial air carrier transportation to Medicaid Beneficiaries.

(a) For in state Commercial Air Carrier Transportation, the Medicaid Beneficiary must provide documented proof to the STP before commercial air carrier transport that necessary medical services are not available within the Medicaid Beneficiary's city/community of residence, or an adjacent city/community, and that commercial air carrier transportation is the only viable option.

7. The STP shall provide Transportation Services and all related travel expenses, in accordance with 42 CFR 440.170, pertaining to related travel expenses (including the cost of meals and lodging) and as described in the Florida Medicaid Non-Emergency Transportation Services Coverage and Limitations Handbook. The STP is responsible for coordinating all Transportation Services, lodging, and related travel expenses, for out of state transportation and in state transportation, including:

a. The cost of Transportation for the Medicaid Beneficiary by ambulance acting as a stretcher vehicle, taxicab, common carrier, commercial air carrier, or other appropriate means; and,

b. The cost of an Attendant/Escort to accompany the Medicaid Beneficiary, if necessary, and the cost of the Attendant's/Escort's transportation, meals, lodging, and, if the Attendant/Escort is not a member of the Medicaid Beneficiary's family, cost of the Attendant's/Escort's services rendered based on the prevailing Medicaid rate.

B. Excluded Services

1. The STP is not required to provide the following excluded services:

a. Stretcher Vehicle Oxygen Administration – Stretcher van Transportation Providers are not required to be equipped to provide and administer oxygen to a Medicaid Beneficiary during a transport. Oxygen provided and administered by the Medicaid Beneficiary is appropriate for Transportation Services if no other medical equipment or medical care is required en route.

(1) Stretcher Vehicle Transportation Providers are not required to be equipped to maintain a ventilator or care for a Medicaid Beneficiary who is ventilator-dependent during a transport. If a Medicaid Beneficiary has a battery-operated ventilator and a properly trained Escort will travel with the Medicaid Beneficiary to provide ventilator care en route to or from a doctor's office or some other Medically Necessary health care service, the Medicaid Beneficiary is eligible for Transportation Services if no other medical equipment or care is required en route.

b. Ground Ambulance Transportation – Transportation Services do not include ground ambulance transportation unless the ground ambulance is under contract as a stretcher or wheelchair Transportation Provider as specified in the Wheelchair Vehicle Section, or the Stretcher Vehicle Section.

(1) The STP is excluded from providing ground ambulance transportation if a local governmental ordinance mandates non-emergency stretcher transportation services be provided in a ground ambulance vehicle.

c. Air Ambulance Transportation – Transportation Services do not include air ambulance transportation.

d. Basic Life Support (BLS) and Advance Life Support (ALS) Transportation – For the purpose of this Agreement, Transportation Services do not include the arrangement, coordination, or delivery of Transportation Services for Medicaid Beneficiaries who require the administration of any level of life support services (ALS or BLS) during transport.

C. Special Exclusions

1. The STP is not responsible for the coverage of:

a. The cost of transporting a Medicaid Beneficiary back to Florida when the Medicaid Beneficiary voluntarily traveled outside of Florida and requires hospitalization and/or subsequent Nursing Facility care, unless a Medicaid Beneficiary received prior authorization to travel out of State for the purpose of receiving a Medicaid compensable service;

b. Transportation for therapeutic home visits to or from a Hospital, hospice, nursing home, ICF/DD, State, or other private or public institution;

c. Transportation of a Medicaid Beneficiary from one Hospital to another, one Nursing Facility to another, or from a Hospital to a Nursing Facility, solely based on the preference of the Medicaid Beneficiary or a member of the Medicaid Beneficiary's family, except as otherwise set forth in this Agreement;

d. Transportation of deceased Medicaid Beneficiaries;

e. Transportation of family members to visit a hospitalized or institutionalized Medicaid Beneficiary;

f. Transportation of a Medicaid Beneficiary to receive medical training;

g. Transportation of Medicaid Beneficiaries to a pharmacy for the purpose of having a prescription filled;

h. Transportation of a Medicaid Beneficiary to a medical facility or physician's office for the sole purpose of obtaining a medical recommendation or to pick up Medical Records;

i. Transportation of a Medicaid Beneficiary for socialization and/or therapeutic field visits to locations other than the facility where such services are received;

j. Transportation Services available to the general public free of charge;

k. Transportation Services that are already covered by a per diem rate and included in a corresponding cost report. Transportation Services are included in an ICF/DD's per diem;

l. Unless otherwise provided by State or federal law, the Recipient shall not pay salaries, fees, or other compensation for professional health care Attendants/Escorts;

m. Transportation of a Medicaid Beneficiary to a service covered by a Home and Community-Based Service (HCBS) waiver if transportation can be billed to the waiver or is included in the reimbursement for the waiver service; or

n. Transportation Services to or from an Adult Day Care center.

V. <u>TRANSPORTATION PROVIDER NETWORK</u>

A. General Provisions

1. The Commission shall maintain a Subcontractor List for each county in which it provides services. The STP shall also maintain a Subcontractor List. The list shall include, at a minimum, the following information for each Subcontractor:

    a. Name;

    b. Mailing address (including street number, city, state, and zip code);

    c. Main contact's name;

    d. Main contact's telephone number;

    e. Main customer service telephone number;

    f. Main fax telephone number; and,

    g. E-mail address.

2. The Commission shall notify AHCA within seven (7) Business Days of any significant changes to the STP's Transportation Provider network in a county. The Agreement defines a significant change as:

    a. A loss of all Transportation Providers of a particular mode of Transportation (e.g., stretcher transportation, etc.); or,

    b. Other adverse changes to the composition of the STP's Transportation Provider network that impair or deny a Medicaid Beneficiary's access to adequate and appropriate Transportation.

3. The Commission shall notify the AHCA within seven (7) Calendar Days if the inclusion of a new category of Medicaid Beneficiaries eligible to receive Transportation Services will negatively impact the Transportation Provider network.

B. Subcontractors

1. Service Standards

    a. The following standards are for all vehicles and drivers, excluding volunteer-owned vehicles:

        (1) Drug and Alcohol Testing – The STP and/or Transportation Providers shall in compliance with the Federal Transit Administration's (FTA) drug and alcohol regulations, and the Federal Highway Administration's drug and alcohol regulations, where applicable.

(2) The FTA determines mandatory transportation safety standards based on the size and nature of the Transportation Provider. The STP can obtain full details of the FTA's safety standards from the Federal Transit Administration, Office of Safety and Security, 400 7th Street, S.W., Washington D.C., 20590. While the Commission strongly recommends using the FTA's guidelines, it is the STP's responsibility to ensure that it and any transportation providers are in compliance with all applicable federal, State, and local regulations.

(3) Driver Accountability – The STP shall ensure that all drivers have a valid driver's license and are covered by the STP's, or Transportation Provider's insurance plan, as required by law, before starting to provide Transportation Services. The STP shall ensure that all drivers meet the locally determined driver background screening standard before providing Transportation Services to Medicaid Beneficiaries. The STP must have ready access to all documentation of the above listed requirements.

(a) If a particular driver is not properly licensed or insured, the STP shall remove the driver from all routes transporting Medicaid Beneficiaries.

(4) Driver Conduct – The STP shall ensure that drivers act in a professional manner at all times and shall perform the minimum levels of service as explained in all Subcontracts.

(a) If the Commission and/or STP receive Complaints and/or Grievances regarding a particular driver, and it is determined that the driver is not conducting himself/herself in a manner consistent with the minimum levels of service, and corrective action has not resulted in improved performance, the STP shall remove the driver from all routes transporting Medicaid Beneficiaries.

(5) The STP and/or transportation providers shall use child safety restraints, if applicable, where the use of such devices would not interfere with the safety of a child (e.g., a child is in a wheelchair).

(6) Where applicable, shall follow the rules and regulations of the Americans with Disabilities Act.

2. Standards for Commercial and Volunteer Drivers:

a. Drivers and/or attendants shall not engage in activities including, but not limited to, the following:

(1) Make sexually explicit comments towards, solicit sexual favors from, or engage in sexual activity with Medicaid beneficiaries;

(2) Solicit or accept controlled substances, alcohol, or medications from Medicaid beneficiaries;

(3) Solicit or accept money from Medicaid Beneficiaries other than authorized co-payments;

(4) Use alcohol, narcotics, or controlled substances, or be under their influence, while on duty. A driver/attendant may use prescription medication so long as he/she can still perform his/her duties in a safe manner and the STP has written documentation that the driver's/attendant's medication will not impact his/her ability;

(5) Eat or consume any beverage while operating the vehicle or while providing Transportation Services to Medicaid Beneficiaries;

(6) Smoke or use smokeless tobacco products in the vehicle;

(7) Wear any type of headphones while on duty; and/or,

(8) Be responsible for passenger's personal items.

b. At a minimum, drivers/attendants shall:

(1) Wear, or have visible, easy to read identification that identifies the driver/attendant as an employee of the STP or Transportation Provider;

(2) Unless the vehicle has a mechanism by which it can open and close the door from the inside of the vehicle, exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle;

(3) Properly identify and announce their presence at the entrance of the buildings, or with attending facility staff, at the specified pick-up location if a curbside pick-up is not appropriate;

(4) Assist Medicaid beneficiaries in seating, including the fastening of the seat belt when necessitated by a Medicaid Beneficiary's condition;

(5) Confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured; and that, when appropriate, passengers are properly secured in their seat belts;

(6) Provide an appropriate level of assistance to Medicaid Beneficiaries when requested or as needed due to a Medicaid Beneficiary's condition. Such assistance shall also apply to the movement of wheelchairs and persons with limited mobility as they enter or exit the vehicle using the wheelchair lift and shall include the driver stowing any mobility aids and folding wheelchairs; and,

(7) Be clean and maintain an appearance while transporting Medicaid Beneficiaries.

3. Vehicle Requirements

a. Maintenance – The STP and/or transportation providers shall maintain vehicles and equipment to meet the requirements of the Agreement.

(1) Vehicles and all components shall meet or exceed the manufacturer, state, and federal safety and mechanical operating and maintenance standards for any and all vehicles and models used for transportation of Medicaid Beneficiaries under the terms of the Contract.

(2) The STP and Transportation Providers shall comply with all applicable state and federal laws including, but not limited to, the Americans with Disabilities Act (ADA) and the Federal Transit Administration (FTA) regulations.

(3) The STP and/or Transportation Providers shall immediately remove from service any vehicle that does not meet or exceed the Florida Department of Highway Safety and Motor Vehicles (DHSMV) licensing requirements, safety standards, ADA regulations, or Agreement requirements and shall re-inspect such vehicle before using it to provide Transportation Services to Medicaid beneficiaries.

(4) The STP and/or Transportation Providers shall not allow vehicles to transport more passengers than the vehicle was designed to carry.

(5) All lift-equipped vehicles shall comply with ADA regulations.

4. Vehicle Inspections

a. The STP shall submit annual documentation certifying that all vehicles meet the regulatory requirements. If it is determined during an inspection, filed Complaint and/or Grievance, or other means, that a vehicle does not meet the regulatory requirements, the STP or Transportation Provider, as applicable, must immediately remove the

vehicle from service. The STP must provide documentation to the Commission ensuring that the manufacturer or a mechanic, certified by the National Institute for Automotive Service Excellence (ASE), has corrected all deficiencies before the STP or Transportation Provider can use the vehicle to transport Medicaid Beneficiaries.

b. All commercial vehicles shall meet or exceed the following requirements:

(1) All commercial Transportation Providers shall use a two-way communication system linking all vehicles used in delivering Transportation Services to Medicaid Beneficiaries with the Transportation Provider's major place of business (dispatcher).

(2) The Transportation Provider shall use the two-way communication system in such a manner as to facilitate communication and to minimize the time in which it can replace or repair out-of-service vehicles.

(3) Pagers are not an acceptable substitute for a two-way communication system. Transportation Providers shall immediately remove from service any vehicle with an inoperative two-way communication system until it repairs or replaces the two-way communication system.

(4) The STP shall ensure that:

(a) All vehicles are equipped with climate control systems adequate for the heating and ventilation needs of both driver and passengers. The STP shall remove from service immediately any vehicle with a non-functioning climate control system until it repairs or replaces the system;

(b) All vehicles have functioning, clean, and accessible seat belts, where applicable, for each passenger seat position and that the seat belts are stored off the floor when not in use;

(c) Each vehicle utilizes child safety seats, where applicable, that meet all State and federal guidelines. Each STP must show proof that it has trained its drivers in the proper installation and use of child safety seats;

(d) All vehicles shall have functional door handles on all doors;

(e) All vehicles shall have an accurate speedometer and odometer;

(f) All vehicles shall have functioning interior light(s) within the passenger compartment;

(g) All vehicles shall have adequate sidewall padding and ceiling covering;

(h) All vehicles shall have two (2) exterior rear view mirrors, one (1) on each side of the vehicle;

(i) All vehicles shall have at least one (1) interior mirror for monitoring the passenger compartment;

(j) All vehicle interiors and exteriors are clean and free of broken mirrors or windows, excessive grime, rust, chipped paint, or major dents that detract from the overall appearance of the vehicle;

(k) All vehicles have passenger compartments that are clean, free from torn upholstery or floor coverings, damaged or broken seats, or protruding sharp edges and shall also be free of dirt, oil, grease, or litter.

C. Minimum Standards

1. Access for Persons with Disabilities –All transportation facilities open to the public have access for persons with disabilities.

2. Health, Cleanliness, and Safety –All transportation facilities (or services) owned, operator and/or provided by the STP and/or Transportation Providers shall adequate space, supplies, proper sanitation, and smoke-free transportation facilities with proper fire and safety procedures in operation.

D. Coverage Provisions

1. The STP shall provide Transportation Services twenty-four (24) hours per day, seven (7) days per week, as set forth below. The coverage shall consist of an answering machine, call forwarding, or STP call coverage. The STP shall obtain the Commission's written approval for any other means used to ensure call coverage before implementation.

Trip Scheduling Time Standards

Trip Type	Reservation Period	Acknowledgement Period	Pick Up Period
Routine	Three (3) Business Days	At Time of Call	As Scheduled
Hospital/Facility Discharges	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*
Urgent Care	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*

Emergency Room/Facility Discharges	At Time of Call	Within One (1) Hour From Time of Call	Within Three (3) Hours From Time of Call*
Will Call	At Time of Call	Within One (1) Hour From Time of Call	N/A

*Unless otherwise specified in this Contract.

2. Transportation Services shall be available on a timely basis, as follows:

a. Routine Trips

(1) Unless as otherwise set forth in this Contract, a Medicaid Beneficiary must contact the STP before the close of business at least three (3) Business Days before the Medicaid Beneficiary needs to receive Transportation Services. The three (3) Business Days includes the day the Medicaid Beneficiary calls the STPs, but not the day of the Medicaid Beneficiary's medical appointment.

b. Hospital/Facility Discharges

(1) The STP must acknowledge and schedule all Hospital/facility discharge requests for Transportation Services within one (1) hour of the time the Hospital/facility makes the request.

(2) The STP shall provide Hospital/facility discharge staff with contact information, procedures, and other appropriate information to access and schedule Transportation Services for all Medicaid Beneficiaries.

(3) Transportation Services shall be provided to a Medicaid Beneficiary within three (3) hours of when the Hospital/facility makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour time limit at the rate of thirty (30) minutes for every fifteen (15) Miles the STP must travel outside of the Medicaid Beneficiary's county of residence. The STP must work with the Hospital's/facility's discharge coordinator to assure that the Medicaid Beneficiary is ready for transport at the scheduled time.

c. Urgent Care

(1) The STP shall provide Transportation Services to return a Medicaid Beneficiary to his/her home after business hours.

(2) The STP must acknowledge and schedule all requests for Urgent Care Transportation Services within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.

(3) Transportation Services must be provided to a Medicaid Beneficiary within three (3) hours of when the Medicaid Beneficiary, or his/her representative, makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour time limit at the rate of thirty (30) minutes for every fifteen (15) Miles the STP must travel outside of the Medicaid Beneficiary's county of residence.

d. Emergency Room/Facility Discharges

(1) The STP shall provide Hospital emergency room or facility discharge staff with contact information, procedures, and other appropriate information to access and schedule Transportation Services for all Medicaid Beneficiaries.

(2) The STP must acknowledge and schedule all requests for Emergency Room/facility Transportation Services within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.

(3) Transportation Services must be provided to a Medicaid Beneficiary within three (3) hours of when the Medicaid Beneficiary, or his/her representative, makes the request. If the Hospital/facility is located in a county other than the Medicaid Beneficiary's county of residence, the STP may add additional time to the three (3) hour limit at the rate of thirty (30) minutes for every fifteen (15) Miles the Recipient must travel outside of the Medicaid Beneficiary's county of residence.

e. Will Call

(1) If a Medicaid Beneficiary must delay receipt of Transportation Services as a result of a backlog of patients at the doctor's office or due to some other reason beyond the Medicaid Beneficiary's control, the Medicaid Beneficiary can contact the STP and request Transportation Services to return to his/her residence.

(2) The STP must acknowledge and schedule all such requests within one (1) hour of the time the Medicaid Beneficiary, or his/her representative, makes the request.

3. Bariatric Transportation

a. The STP shall make provisions for Transportation Services to Medicaid Beneficiaries whose weight exceeds the limits of the STP's equipment.

4. Nursing Home and Behavioral Health Facility Transportation Services

   a. The STP shall provide the appropriate level of Transportation Services to Medicaid compensable services for Medicaid Beneficiaries who are residents of nursing facilities, group homes, behavioral health facilities, or assisted living facilities.

   b. If the Medicaid Beneficiary's facility provides free Transportation Services for its residents to receive medical services, the facility must provide the same Transportation Services at no charge to Medicaid Beneficiaries who reside at the facility. If the Medicaid Beneficiary's facility provides free Transportation Services for its residents to receive medical services, the STP is not required to supply Transportation Services to the Medicaid Beneficiary.

   c. The STP shall provide Medicaid Beneficiaries who are residents of nursing facilities, group homes, behavioral health facilities, or assisted living facilities Transportation Services that are appropriate to the needs and condition of the Medicaid Beneficiary. The STP shall coordinate pick-up and return times for Medicaid Beneficiaries, especially those who have physical conditions or limitations that may be exacerbated by lengthy waiting periods, as verified by the facility.

5. The STP shall have written procedures in place for the provision of transportation services during inclement weather conditions and/or declared emergencies as determined by State, federal, or local officials.

6. Service Area

   a. Transportation Services shall be provided to all eligible Medicaid Beneficiaries regardless of their county of residence. All STPs are required to transport outside the Medicaid Beneficiary's county of residence or adjacent counties when necessary to transport a Medicaid Beneficiary to a covered Medical service and the required services are not available within the STP's normal county of operations, but are within the State or designated border areas.

E. Medicaid Beneficiaries Needing Transportation Following Exercise of Baker Act

1. Transportation Services shall not be provided to transport a Medicaid Beneficiary from a Hospital/facility to a Behavioral Health Care facility if the Medicaid Beneficiary is receiving services pursuant to the Baker Act.

2. Transportation Services shall be provided to a Medicaid Beneficiary that is receiving services pursuant to the Baker Act if it is a transfer from a Behavioral Health Facility to a Hospital, facility, or other destination (including the Medicaid Beneficiary's residence) and it is confirmed by the Behavioral Health Facility that

the Medicaid Beneficiary does not pose a threat of harm to themselves or others during transport.

VI. QUALITY IMPROVEMENT

A. Quality Improvement

The Commission shall have a Quality Improvement Program to monitor and evaluate the quality and appropriateness of Transportation Services rendered to Medicaid Beneficiaries.

1. General Requirements

a. STP will attend annual "best practices" seminars to learn how best to coordinate Transportation Services and meet the needs of this Agreement.

b. The STP shall participate in Quality Improvement activities by the Commission to enhance the Quality of Transportation Services provided to Medicaid Beneficiaries.

B. Performance Measures

1. In order to develop appropriate benchmarks, the STP shall report the following performance measures by the start date established in the chart below:

Start Date	**PM Description**	**Source**	**Methodology (Where Applicable)**
Start Date of Agreement	The number of accidents per 100,000 miles, broken down by county.	Subcontractor Logs	N/A
Start Date of Agreement	The number of Road Calls per 10,000 miles, broken down by county.	Subcontractor Logs	N/A
Start Date of Agreement	Average Medicaid Beneficiary call hold times on a county by county basis and as measured throughout the year and at different times of the day.	Recipient Survey/Monitoring	N/A

Start Date of Agreement	The number of Medicaid Beneficiaries delivered to appointments later than the scheduled appointment time, broken down by county.	Encounter Data	Found by Subtracting "Reservation Appointment Time" by "Trip Destination Drop Off Time"
Start Date of Agreement	The number of Medicaid Beneficiary No Shows, broken down by county.	Encounter Data	Found by Counting Each "No Show" in the "Trip Indicator" Field
Start Date of Agreement	The average waiting time for a scheduled pickup, broken down by county.	Encounter Data	Found by Subtracting "Trip Actual Pickup Time" by "Reservation Pick Up Time"
Start Date of Agreement	The average travel time that a Medicaid Beneficiary must remain in a vehicle from the point of pick up to the destination, broken down by transportation mode and county.	Encounter Data	Found by Subtracting "Trip Actual Pickup Time" by "Trip Destination Drop Off Time"

2. For the Performance Measures that must begin reporting via Encounter Data on January 1, 2010, the Commission shall collect a sample of the data manually, as described below, from those STPs that are not able to submit the information electronically upon the date of commencement of Encounter Data submission.

   a. Upon the start date of this Contract, the STP shall require all drivers to record Performance Measure information on all driver manifests.

   b. Upon the start date of this Contract, STPs shall monitor the driver manifests on a monthly basis by examining a statistically significant sample of driver manifests to determine the timeliness of reporting. The STPs shall submit their on-time pickup and delivery report either directly to the Commission using the Medicaid Encounter Data System (MEDS System).The STP shall submit the on time pickup and delivery reports using the MEDS System by January 1, 2010.

   c. Until the STP begins submitting Performance Measure information via the MEDS System, STPs shall submit all Performance Measure information to the Commission for review to be submitted to the AHCA.

      (1) If it is determined that a STP is excessively late in picking up and/or delivering Medicaid Beneficiaries to their destinations, the Commission or the AHCA shall require the STP to initiate a

Corrective Action Plan (CAP) to explain how the STP will pick up and/or deliver Medicaid Beneficiaries in a timely manner.

(2) If the STP is unable to meet the requirements set forth in the CAP to pick up or deliver Medicaid Beneficiaries on time, the Commission shall require the STP to begin electronic submission of Performance Measure information using the Encounter Data System, within sixty (60) Calendar Days of the determination or by January 1, 2010, whichever comes first.

(3) Those STPs that are able to submit the Performance Measure information electronically upon the start date of this contract shall not be required to submit sampling reports as described above.

VII. GRIEVANCE SYSTEM

A. Overview

1. Description

a. Complaint process – The Complaint process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Complaints, which are expressions of dissatisfaction about any matter other than an Action that are resolved at the Point of Contact rather than through filing a formal Grievance.

b. Grievance process – The Grievance process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Grievances, which are expressions of dissatisfaction about any matter other than an Action.

c. Appeal process – The Appeal process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Appeals, which are requests for review of an Action.

d. Medicaid Fair Hearing process – The Medicaid Fair Hearing process is the administrative process which allows a Medicaid Beneficiary to request the State to reconsider an adverse decision made by the Commission or the STP.

2. General Requirements

a. The Commission and the STP shall have a Grievance System in place that includes a Complaint process, a Grievance process, an Appeal process, and access to the Medicaid Fair Hearing system. The Grievance System shall comply with the requirements set forth in Section 641.511, F.S., if applicable and with all applicable federal and State laws and regulations, including 42 CFR 431.200 and 42 CFR 438, Subpart F, "Grievance System."

b. The STP must develop and maintain written policies and procedures relating to the Grievance System. Before implementation, the Commission must give the STP written approval of the STP's Grievance System policies and procedures.

c. The STP shall refer all Medicaid Beneficiaries who are dissatisfied with the STP or its Actions to the STP's Grievance/Appeal Coordinator for processing and documentation in accordance with this Contract and established policies and procedures.

d. The STP shall provide reasonable assistance to Medicaid Beneficiaries in completing forms and other procedural steps, including, but not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.

e. The STP shall acknowledge, in writing, the receipt of a Grievance or a request for an Appeal, unless the Medicaid Beneficiary requests an expedited resolution.

f. The STP shall not allow any of the decision makers on a Grievance or Appeal were involved in any of the previous levels of review or decision-making when deciding any of the following:

   (1) An Appeal of a denial that is based on lack of Medical Necessity; and,

   (2) A Grievance regarding the denial of an expedited resolution of an Appeal.

g. The Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, shall be allowed an opportunity to examine the Medicaid Beneficiary's case file before and during the Grievance or Appeal process, including all Medical Records and any other documents and records.

h. The Medicaid Beneficiary and/or the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate shall be considered as parties to the Grievance/Appeal.

i. The STP shall maintain, monitor, and review a record/log of all Complaints, Grievances, and Appeals in accordance with the terms of this Contract and to fulfill the reporting requirements as set forth in this Contract.

j. The STP shall work with the Commission's Grievance/Appeals Coordiator to resolve all grievance related issues.

k. Notice of Action

(1) The STP shall notify the Medicaid Beneficiary, in writing, using language at, or below the fourth (4th) grade reading level, of any Action taken by the STP to deny a Transportation Service request, or limit Transportation Services in an amount, duration, or scope that is less than requested.

(2) The STP shall provide notice to the Medicaid Beneficiary as set forth below (see 42 CFR 438.404(a) and (c) and 42 CFR 438.210(b) and (c)):

(a) The Action the Recipient has taken or intends to take;

(b) The reasons for the Action, customized for the circumstances of the Medicaid Beneficiary;

(c) The Medicaid Beneficiary's or the Health Care Professional's (with written permission of the Medicaid Beneficiary) right to file an Appeal;

(d) The procedures for filing an Appeal;

(e) The circumstances under which expedited resolution is available and how to request it; and,

(f) The Medicaid Beneficiary's rights to request that Transportation Services continue pending the resolution of the Appeal, how to request the continuation of Transportation Services, and the circumstances under which the Medicaid Beneficiary may be required to pay the costs of these services.

(3) The STP must provide the notice of Action within the following time frames:

(a) At least ten (10) Calendar Days before the date of the Action or fifteen (15) Calendar Days if the notice is sent by Surface Mail (five [5] Calendar Days if the Recipient suspects Fraud on the part of the Medicaid Beneficiary). See 42 CFR 431.211, 42 CFR 431.213 and 42 CFR 431.214.

(b) For denial of the Trip request, at the time of any Action affecting the Trip request.

(c) For standard Service Authorization decisions that deny or limit Transportation Services, as quickly as the Medicaid

Beneficiary's health condition requires, but no later than fourteen (14) Calendar Days following receipt of the request for service (see 42 CFR 438.210(d)(1)).

(d) If the STP extends the time frame for notification, it must:

(i) Give the Medicaid Beneficiary written notice of the reason for the extension and inform the Medicaid Beneficiary of the right to file a Grievance if the Medicaid Beneficiary disagrees with the Recipient's decision to extend the time frame; and,

(ii) Carry out its determination as quickly as the Medicaid Beneficiary's health condition requires, but in no case later than the date upon which the fourteen (14) Calendar Day extension period expires (see 42 CFR 438.210(d)(1)).

(e) If the STP fails to reach a decision within the time frames described above, the Medicaid Beneficiary can consider such failure on the part of the STP a denial and, therefore, an Action adverse to the Medicaid Beneficiary (See 42 CFR 438.210(d)).

(f) For expedited Service Authorization decisions, within three (3) Business Days (with the possibility of a fourteen (14) Calendar Day extension). See 42 CFR 438.210(d)(2).

B. The Complaint Process

1. A Medicaid Beneficiary may file a Complaint, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a Complaint.

2. General Duties

a. The STP must:

(1) Resolve each Complaint within fifteen (15) Business Days from the day the STP received the initial Complaint, be it oral or in writing;

(a) The STP may extend the Complaint resolution time frame by up to ten (10) Business Days if the Medicaid Beneficiary requests an extension, or the Recipient/Subcontractor documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

(b) If the STP requests the extension, the Recipient/Subcontractor must give the Medicaid Beneficiary written notice of the reason for the delay.

(2) Notify the Medicaid Beneficiary, in writing, within five (5) Business Days of the resolution of the Complaint if the Medicaid Beneficiary is not satisfied with the STP's resolution. The notice of disposition shall include the results and date of the resolution of the Complaint, and shall include:

(a) A notice of the right to request a Grievance or Appeal, whichever is the most appropriate to the nature of the objection; and,

(b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, if appropriate, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section).

(3) Provide the Commission with a report detailing the total number of Complaints received, pursuant to Reporting Requirements of this contract; and,

(4) The STP nor any Transportation Providers shall take any punitive action against a physician or other Health Care Provider who files a Complaint on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's Complaint.

b. Filing Requirements

(1) The Medicaid Beneficiary or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent must file a Complaint within fifteen (15) Calendar Days after the date of occurrence that initiated the Complaint.

(2) The Medicaid Beneficiary or his/her representative may file a Complaint either orally or in writing. The Medicaid Beneficiary or his/her representative may follow up an oral request with a written request, however the timeframe for resolution begins the date the STP receives the oral request.

C. The Grievance Process

1. A Medicaid Beneficiary may file a Grievance, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a Grievance.

2. General Duties

a. The STP must:

(1) Resolve each Grievance within ninety (90) Calendar Days from the day the STP received the initial Grievance request, be it oral or in writing;

(2) Notify the Medicaid Beneficiary, in writing, within thirty (30) Calendar Days of the resolution of the Grievance. The notice of disposition shall include the results and date of the resolution of the Grievance, and for decisions not wholly in the Medicaid Beneficiary's favor, the notice of disposition shall include:

(a) Notice of the right to request a Medicaid Fair Hearing, if applicable; and,

(b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section, below);

(3) Provide the Commission with a copy of the written notice of disposition upon request;

(4) The STP nor any Transportation Provider shall take any punitive action against a physician or other health care provider who files a Grievance on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's Grievance; and,

(5) Provide the Commission with a report detailing the total number of Grievances received, pursuant to the Reporting Requirements Section of this Contract.

b. The STP may extend the Grievance resolution time frame by up to fourteen (14) Calendar Days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

(1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

c. Filing Requirements

(1) The Medicaid Beneficiary or provider must file a Grievance within one (1) year after the date of occurrence that initiated the Grievance.

(2) The Medicaid Beneficiary or provider may file a Grievance either orally or in writing. The Medicaid Beneficiary may follow up an oral request with a written request, however the timeframe for resolution begins the date the STP receives the oral request.

D. The Appeal Process

1. A Medicaid Beneficiary may file an Appeal, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file an Appeal.

2. General Duties

a. The STP shall:

(1) Confirm in writing all oral inquiries seeking an Appeal, unless the Medicaid Beneficiary or provider requests an expedited resolution;

(2) If the resolution is in favor of the Medicaid Beneficiary, provide the services as quickly as the Medicaid Beneficiary's health condition requires;

(3) Provide the Medicaid Beneficiary or provider with a reasonable opportunity to present evidence and allegations of fact or law, in person and/or in writing;

(4) Allow the Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, an opportunity, before and during the Appeal process, to examine the Medicaid Beneficiary's case file, including all documents and records;

(5) Consider the Medicaid Beneficiary, the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate as parties to the Appeal;

(6) Continue the Medicaid Beneficiary's Transportation Services if:

(a) The Medicaid Beneficiary files the Appeal in a timely manner, meaning on or before the later of the following:

(i) Within ten (10) Business Days of the date on the notice of Action (add five [5] Business Days if the notice is sent via Surface Mail); or,

(ii) The intended effective date of the STP's proposed Action.

(b) The Appeal involves the termination, suspension, or reduction of a previously authorized Transportation service;

(c) The Transportation was for a Medicaid compensable service ordered;

(d) The authorization period has not expired; and/or,

(e) The Medicaid Beneficiary requests extension of Transportation Services.

(7) Provide written notice of the resolution of the Appeal, including the results and date of the resolution within two (2) Business Days after the resolution. For decisions not wholly in the Medicaid Beneficiary's favor, the notice of resolution shall include:

(a) Notice of the right to request a Medicaid Fair Hearing;

(b) Information about how to request a Medicaid Fair Hearing, including the DCF address necessary for pursuing a Medicaid Fair Hearing, as set forth in Medicaid Fair Hearing System Section, below;

(c) Notice of the right to continue to receive Transportation Services pending a Medicaid Fair Hearing;

(d) Information about how to request the continuation of Transportation Services; and

(e) Notice that if the STP's Action is upheld in a Medicaid Fair Hearing, the Medicaid Beneficiary may be liable for the cost of any continued Transportation Services.

(8) Provide the Commission with a copy of the written notice of disposition upon request;

(9) The STP nor any Transportation Providers shall take any punitive action against a physician or other health care provider who files an Appeal on behalf of a Medicaid Beneficiary or supports a Medicaid Beneficiary's Appeal; and,

(10) Provide the Commission with a report detailing the total number of Appeals received, pursuant to Reporting Requirements of this Contract.

b. If the STP continues or reinstates the Medicaid Beneficiary's Transportation Services while the Appeal is pending, the STP must

continue providing the Transportation Services until one (1) of the following occurs:

(1) The Medicaid Beneficiary withdraws the Appeal;

(2) Ten (10) Business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and if the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached;

(3) The Medicaid Fair Hearing panel's decision is adverse to the Medicaid Beneficiary; or,

(4) The authorization to provide services expires, or the Medicaid Beneficiary meets the authorized service limits.

c. If the final resolution of the Appeal is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished from the Medicaid Beneficiary while the Appeal was pending, to the extent that the STP furnished the services solely because of the requirements of this Section.

d. If the STP did not furnish services while the Appeal was pending and the Appeal panel reverses the STP's decision to deny, limit or delay services, the STP must authorize or provide the disputed services promptly and as quickly as the Medicaid Beneficiary's health condition requires.

e. If the STP furnished services while the Appeal was pending and the Appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

3. Filing Requirements

a. The Medicaid Beneficiary or his/her representative must file an Appeal within thirty (30) Calendar Days of receipt of the notice of the STP's Action.

b. The Medicaid Beneficiary may file an Appeal either orally or in writing. If the filing is oral, the Medicaid Beneficiary must also file a written, signed Appeal within thirty (30) Calendar Days of the oral filing. The STP shall notify the requesting party that it must file the written request within ten (10) Business Days after receipt of the oral request. For oral filings, time frames for resolution of the Appeal begin on the date the STP receives the oral filing.

c. The STP shall resolve each Appeal within State-established time frames not to exceed forty-five (45) Calendar Days from the day the STP received the initial Appeal request, whether oral or in writing.

d. If the resolution is in favor of the Medicaid Beneficiary, the STP shall provide the services as quickly as the Medicaid Beneficiary's health condition requires.

e. The STP may extend the resolution time frames by up to fourteen (14) Calendar Days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

(1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

(2) The STP must provide written notice of the extension to the Medicaid Beneficiary within five (5) Business Days of determining the need for an extension.

4. Expedited Process

a. The STP shall establish and maintain an expedited review process for Appeals when the STP determines, the Medicaid Beneficiary requests or the provider indicates (in making the request on the Medicaid Beneficiary's behalf or supporting the Medicaid Beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the Medicaid Beneficiary's life, health or ability to attain, maintain or regain maximum function.

b. The Medicaid Beneficiary may file an expedited Appeal either orally or in writing. No additional written follow-up on the part of the Medicaid Beneficiary is required for an oral request for an expedited Appeal.

c. The STP must:

(1) Inform the Medicaid Beneficiary of the limited time available for the Medicaid Beneficiary to present evidence and allegations of fact or law, in person and in writing;

(2) Resolve each expedited Appeal and provide notice to the Medicaid Beneficiary, as quickly as the Medicaid Beneficiary's health condition requires, within State established time frames not to exceed seventy-two (72) hours after the Recipient/Subcontractor receives the Appeal request, whether the Appeal was made orally or in writing;

(3) Provide written notice of the resolution in accordance with the Appeal Process Section, of the expedited Appeal to the Medicaid Beneficiary;

(4) Make reasonable efforts to provide oral notice of disposition to the Medicaid Beneficiary immediately after the Appeal panel renders a decision; and,

(5) The STP nor any Transportation Provider shall take any punitive action against a physician or other health care provider who requests an expedited resolution on the Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for expedited resolution of an Appeal.

a. If the STP denies a request for an expedited resolution of an Appeal, the STP must:

(1) Transfer the Appeal to the standard time frame of no longer than forty-five (45) Calendar Days from the day the Recipient/Subcontractor received the request for Appeal (with a possible fourteen [14] day extension);

(2) Make all reasonable efforts to provide immediate oral notification of the Recipient's/Subcontractor's denial for expedited resolution of the Appeal;

(3) Provide written notice of the denial of the expedited Appeal within two (2) Calendar Days; and,

(4) Fulfill all requirements set forth in the Appeal Process Section above.

E. Medicaid Fair Hearing System

1. As set forth in Rule 65-2.042, FAC, the Recipient's/Subcontractor's Grievance Procedure and Appeal and Grievance processes shall state that the Medicaid Beneficiary has the right to request a Medicaid Fair Hearing, in addition to, and at the same time as, pursuing resolution through the Recipient's/Subcontractor's Grievance and Appeal processes.

a. A physician or other health care provider must have a Medicaid Beneficiary's written consent before requesting a Medicaid Fair Hearing on behalf of a Medicaid Beneficiary.

b. The parties to a Medicaid Fair Hearing include the STP, as well as the Medicaid Beneficiary, his/her representative or the representative of a deceased Medicaid Beneficiary's estate.

2. Filing Requirements

a. The Medicaid Beneficiary may request a Medicaid Fair Hearing within ninety (90) days of the date of the notice of the STP's resolution of the Medicaid Beneficiary's Grievance/Appeal by contacting DCF at:

The Office of Appeal Hearings
1317 Winewood Boulevard, Building 5, Room 203
Tallahassee, Florida 32399-0700

3. General Duties

a. The STP must:

(1) Continue the Medicaid Beneficiary's Transportation Services while the Medicaid Fair Hearing is pending if:

(a) The Medicaid Beneficiary filed for the Medicaid Fair Hearing in a timely manner, meaning on or before the later of the following:

(i) Within ten (10) Business Days of the date on the notice of Action (add five [5] Business Days if the notice is sent via Surface Mail);

(ii) The intended effective date of the STP's proposed Action.

(b) The Medicaid Fair Hearing involves the termination, suspension, or reduction of a previously authorized course of treatment;

(c) The authorization period has not expired; and/or,

(d) The Medicaid Beneficiary requests extension of Transportation Services.

(2) The STP nor any Transportation Provider shall take any punitive action against a physician, Transportation Provider, or other health care provider who requests a Medicaid Fair Hearing on a Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for a Medicaid Fair Hearing.

b. If the STP continues or reinstates Medicaid Beneficiary Transportation Services while the Medicaid Fair Hearing is pending, the STP must continue said Transportation Services until one (1) of the following occurs:

(1) The Medicaid Beneficiary withdraws the request for a Medicaid Fair Hearing;

(2) Ten (10) Business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached (add five [5] Business Days if the Recipient/Subcontractor sends the notice of Action by Surface Mail);

(3) The Medicaid Fair Hearing officer renders a decision that is adverse to the Medicaid Beneficiary; and/or,

(4) The Medicaid Beneficiary's authorization expires or the Medicaid Beneficiary reaches his/her authorized service limits.

4. If the final resolution of the Medicaid Fair Hearing is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished while the Medicaid Fair Hearing was pending, to the extent that the STP furnished said services solely because of the requirements of this Section.

5. If the STP did not furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must authorize or provide the disputed services as quickly as the Medicaid Beneficiary's health condition requires.

6. If the STP did furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must pay for the disputed services in accordance with State policy and regulations.

Type	**Time Frame to File**	**Provide Transportation Services During Review**	**Time Frame to Resolve**	**Extension Time Frame**	**Time Frame to Send Notification of Resolution**	**Next Step (if any)**
Complaint	Ninety (90) Calendar Days From the Date of the Incident That Precipitated the Complaint	Yes	Fifteen (15) Business Days	Ten (10) Business Days	Five (5) Business Days From the Date of the Complaint	File a Grievance

Grievance	Ninety (90) Calendar Days From the Date of the Action That Precipitated	Yes	Ninety (90) Calendar Days	Fourteen (14) Calendar Days	Thirty (30) Calendar Days from the Date of the Resolution of the Grievance	Medicaid Fair Hearing

VIII. ADMINISTRATION AND MANAGEMENT

A. General Provisions

1. The STP's governing body shall set forth policy and has overall responsibility for the organization of the STP. The STP shall be responsible for the administration and management of all aspects of this Agreement, including all Subcontracts, employees, agents, and services performed by anyone acting for or on behalf of the STP. The STP shall have a centralized executive administration, which shall serve as the contact point for the Commission, except as otherwise specified in this Agreement.

2. The STP shall be responsible for the administration and management of all aspects of this Agreement, such as, but not limited to the delivery of Transportation Services. If the STP Subcontracts any of its administrative and management duties under this Agreement, the Commission shall hold the STP responsible for ensuring that the Subcontractor(s) maintain the same standards as the STP in administering and managing all aspects of the Subcontract. If the Subcontractor fails to maintain the same administration and management standards as the STP, the Commission shall sanction the STP in accordance with this Contract.

3. The STP shall not provide incentives to its Subcontractors to deny, limit, or discontinue Transportation Services to any Medicaid Beneficiary inappropriately.

B. Staffing

1. The STP shall maintain an adequate and competent staff so as to enable the STP to timely perform under this Agreement

C. Subcontract Requirements

1. The STP shall comply with all Commission procedures for Subcontracts review and approval submission.

   a. All Subcontracts must comply with 42 CFR 438.230.

   b. The STP and/or Transportation Providers shall be eligible for participation in the Medicaid program. If Medicaid involuntarily terminated a STP or Transportation Provider from the Florida Medicaid program, other than for purposes of inactivity, that STP or Transportation Provider is not an eligible Medicaid provider.

c. The STP and/or Transportation Providers shall not employ or contract with individuals on the State or federal exclusions list available from the Department of Management Services' List of Excluded Vendors and the federal List of Excluded Individuals and Entities.

d. No Subcontract that the STP enters into with respect to performance under this Agreement shall in any way relieve the STP of any responsibility for the provision of Transportation Services and other duties set forth in this Agreement. The STP shall assure that Transportation Providers perform all services and tasks related to the Subcontract in accordance with the terms of this Agreement.

e. The STP shall include its Grievance System in its Subcontracts to ensure uniformity of its Grievance System statewide.

2. All Subcontracts and amendments executed by the STP must be in writing and signed by the Recipient and the Subcontractor. All model and executed Subcontracts and amendments entered into as a result of this Agreement shall meet the following requirements:

a. Prohibit the Subcontractor from seeking payment from the Medicaid Beneficiary for any Covered Services provided to the Medicaid Beneficiary within the terms of the Agreement.

b. Require the Subcontractor to look solely to the STP for compensation for services rendered, with the exception of co-payments, pursuant to the State Medicaid Plan and the Non-Emergency Transportation Services Coverage & Limitations Handbook (Handbook).

c. The Subcontract shall not contain an incentive plan that, in any way, acts as an inducement to reduce or limit Transportation Services to a Medicaid Beneficiary inappropriately.

d. Specify that any contracts, agreements, or Subcontracts entered into by the Subcontractor for the purposes of carrying out any aspect of this Agreement must include assurances that the individuals who are signing the contract, agreement or Subcontract are so authorized and that it includes all the requirements of this Agreement.

e. Require the Subcontractor to cooperate with the STP's Grievance and Appeal policies and procedures and provide for monitoring and oversight, including monitoring of Transportation Services rendered to Medicaid Beneficiaries, by the STP and for the Subcontractor to provide proof annually, or at the request of the STP, the Commission, or its agent, that all drivers and vehicles are Licensed and meet all federal, State, and local laws and regulations.

f. Not prohibit a Subcontractor from advocating on behalf of a Medicaid Beneficiary in any Grievance System or UM process, or individual authorization process to obtain necessary Transportation Services.

g. Prohibit discrimination with respect to participation, reimbursement, or indemnification of any Subcontractor who is acting within the scope of his or her license or Certification under applicable State law, solely on the basis of such license or Certification. The STP should not construe this provision as a willing provider law, as it does not prohibit the STP from limiting provider participation to the extent necessary to meet the needs of the Medicaid Beneficiaries. This provision does not interfere with measures established by the STP designed to maintain quality and control costs.

h. Prohibit discrimination against Subcontractors serving Medicaid Beneficiaries in high-risk populations or Subcontractors that specialize in conditions requiring costly transport.

i. Require the Subcontractor to maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to the Recipient.

j. Require that the Subcontractor maintain records related to this Agreement for a period not less than five (5) years from the close of the Agreement, and retained further if the records are under review or audit until the review or audit is complete.

k. Specify that the United States Department of Health & Human Services (DHHS) and the Agency or its Agents shall have the right to inspect, evaluate, and audit any records pertinent to the Agreement, including, but not limited to, the following:

   (1) Pertinent books;

   (2) Financial records; and,

   (3) Documents, papers, and records of any Transportation Provider involving financial transactions.

l. Specify Covered Services and populations that the Subcontractor will serve under the Subcontract.

m. Require that Subcontractors comply with the Recipient's Cultural Competency Plan.

n. Require that any materials related to this Agreement that the Subcontractor distributes are submitted to the Commission for written approval before use.

o. Provide for submission of all reports and information required by the Recipient.

p. Require Subcontractors to submit notice of withdrawal from the Recipient's Transportation Provider network at least ninety (90) Calendar Days prior to the effective date of such withdrawal.

q. Require all Subcontractors to notify the Recipient in the event of a lapse in general liability or other applicable insurance.

r. Require safeguarding of information about Medicaid Beneficiaries according to 42 CFR, Part 438.224.

s. Require compliance with HIPAA privacy and security provisions.

t. Require an exculpatory clause, which survives termination of the Subcontract, including breach of Subcontract due to Insolvency, that assures that the Subcontractor's creditors cannot hold either Medicaid Beneficiaries or the AHCA or the Commission liable for any debts of the Subcontractors.

u. Contain a clause indemnifying, defending, and holding the AHCA, the Commission and the STP's Medicaid Beneficiaries harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising from the Subcontract:

   (1) This clause must survive the termination of the Subcontract, including breach due to Insolvency; and,

   (2) The Commission and/or AHCA may waive this requirement for itself, but not Medicaid Beneficiaries, for damages in excess of the statutory cap on damages for public entities if the Subcontractor is a public health entity with statutory immunity (the AHCA must approve all such waivers in writing).

v. Where applicable, require that all Subcontractors secure and maintain, during the life of the Subcontract, worker's compensation insurance (complying with the Florida's Worker's Compensation Law) for all of its employees/independent contractors connected with the work under this Agreement unless such employees/independent contractors are covered by the protection afforded by the Recipient or Subcontractor.

w. Make provisions for a waiver of those terms of the Subcontract, which, as they pertain to Medicaid Beneficiaries, are in conflict with the specifications of this Agreement.

x. Contain no provision that in any way prohibits or restricts the Subcontractor from entering into a contract with any other Vendor.

y. Contain no provision requiring the Subcontractor to contract for more than one (1) transportation agreement or otherwise be excluded.

z. Require Subcontractors to cooperate fully in any investigation by the AHCA or the Attorney General's Medicaid Fraud Control Unit (MFCU), or any subsequent legal action that may result from such an investigation.

aa. Provide that the Commission, AHCA and DHHS may evaluate, through inspection or other means, the quality, appropriateness, and timeliness of the Transportation Services performed.

bb. Provide the STP and the Commission with the ability to monitor the Subcontractor to ensure that all Transportation Providers are properly Licensed and inspected pursuant to State, county, and local statute and regulations.

cc. Provide the Commission and STP with the ability to monitor and oversee all Transportation Services provided by Subcontractors to Medicaid Beneficiaries.

dd. Identification of conditions and method of payment:

(1) The STP agrees to make payment to all Subcontractors pursuant to all State and federal laws, rules, and regulations, specifically, Section 641.3155, F.S., 42 CFR 447.46, and 42 CFR 447.45(d)(2), (d)(3), (d)(5), and (d)(6); and,

(2) Provide for prompt submission by the Subcontractor of all information and encounter data needed to make payment.

ee. Specify that if the Subcontractor delegates or Subcontracts any functions of the STP, that the Subcontract or delegation includes all requirements of this Agreement.

ff. Provide for revoking a previously Subcontracted delegation, or imposing other sanctions, if the Subcontractor's performance is inadequate.

3. STP/Transportation Provider Termination

a. The STP shall comply with all State and federal laws regarding Transportation Provider termination. In its Transportation Provider Agreements, the Recipient shall:

(1) In addition to any other right to terminate the STP Agreement, and not withstanding any other provision of this Contract, the Commission may request immediate termination of a STP Agreement if, as determined by the Commission, a STP fails to abide by the terms and conditions of the STP Agreement, or in the sole discretion of the Commission, the STP fails to come into compliance with the STP contract within fifteen (15) Calendar Days after receipt of notice from the Commission specifying such failure and requesting such STP abide by the terms and conditions thereof; and,

(2) If the Commission terminates a STP pursuant to any provision of the STP Contract, the STP shall use the applicable appeals procedures outlined in the STP Contract. There is no additional or separate right of appeal to the AHCA or the Commission as a result of the Commission's act of terminating, or decision to terminate any STP under this Contract.

(3) The Commission shall provide sixty (60) Calendar Days' advance written notice to the STP before canceling, without cause, a STP Contract

D. Transportation Provider Services

1. General Provisions

a. The STP shall provide sufficient information to all Transportation Providers in order to operate in full compliance with this Contract and all applicable federal, State, and local laws and regulations.

b. The STP shall monitor each Transportation Provider to ensure that each Transportation Provider complies with the requirements of this Contract and all applicable federal, State, and local laws and regulations and shall take or require corrective actions to ensure compliance with such requirements.

c. The Transportation Provider Agreements shall incorporate all provisions of the STPs agreement with the Commission (Subcontract), unless otherwise set forth below.

2. Transportation Provider Handbooks

a. The Commission shall develop and issue a Transportation Provider Handbook. All Transportation Provider Handbooks and bulletins shall be in compliance with State and federal laws. The Transportation Provider Handbook shall serve as a source of information regarding Covered Services, policies and procedures, statutes, regulations, telephone access, and special requirements to ensure that all contract requirements are

met. At a minimum, the Transportation Provider Handbook shall include the following information:

(1) Description of the Non-Emergency Transportation program;

(2) Covered Services;

(3) Information about the Grievance System, the timeframes and requirements, the availability of assistance in filing, the toll-free numbers and the Medicaid Beneficiary's right to request continuation of Transportation Services while utilizing the Grievance System;

(4) Routine, Hospital/facility discharges, Urgent Care, Emergency room/facility discharges, and will call policies and procedures;

(5) The Cultural Competency Plan;

(6) Medicaid Beneficiary rights and responsibilities (see 42 CFR 438.100 for guidance as to a Medicaid Beneficiary's rights and responsibilities); and,

(7) Other Transportation Provider responsibilities.

b. Bulletins shall be disseminated as needed to incorporate any changes or updates to the Transportation Provider Handbook.

3. Education and Training

a. STPs shall attend and/or participate in training and educational workshops when scheduled by the Commission.

E. Medicaid Beneficiary Eligibility Records Requirements

1. The STP shall maintain records, either electronically or by hard copy, for each Medicaid Beneficiary in accordance with this Section.

a. The STP's Medicaid Beneficiary eligibility records must include all Encounter Data elements as set forth in the Encounter Data Section. At a minimum, the STP's Medicaid Beneficiary eligibility records must include the following:

(1) Each record must be legible and maintained in detail;

(2) All record entries must be dated;

(3) All records must reflect the primary language spoken by the Medicaid Beneficiary and any translation needs of the Medicaid Beneficiary;

(4) All records must identify Medicaid Beneficiaries needing communication assistance in the delivery of Transportation Services;

(5) All records must show whether the Medicaid Beneficiary has any specific needs that require special equipment or services (e.g., dementia, uses a walker, etc.); and,

(6) All records must show whether the Medicaid Beneficiary requires a medical Attendant/Escort or assistance in accessing medical services (e.g., door-to-door delivery, etc.).

b. Confidentiality of Medicaid Beneficiary Eligibility Records

(1) The STP shall ensure the confidentiality of Medicaid Beneficiary eligibility records in accordance with 42 CFR, Part 431, Subpart F and the Privacy and Security provisions of the Health Insurance Portability and Accountability Act (HIPAA).

F. Invoice Payment

1. An invoice is considered received when the Commission receives the invoice in its Offices.

2. The Commission has eleven (11) business days to inspect and approve goods and services. If payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F. S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Commission's Fiscal Section at (850) 410-5700. Invoices returned to a STP due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

G. Encounter Data

1. The STP shall collect and submit Encounter Data to the Commission. The STP shall have a comprehensive automated and integrated Encounter Data system that is capable of meeting the requirements as defined by the Commission. The required data elements are provided in Attachment 3.

The attach chart is the Draft Batch File Layout for the new Medicaid system. There will be an additional one alpha character identifier for any record that contains a Social Security Number consisting of all 9's (the only acceptable entry other than a valid SSN), that's not shown in this File Layout. This field must be occupied with either an I for Infant or A for Alien (not case-sensitive) if the value is all 9's (999-99-9999). In the case of a valid SSN, this field will be left blank. The exact File Layout, including the location of this new data element, will be provided by the Commission as soon as it is finalized.

2. The STP is responsible for errors or noncompliance resulting from its own actions or the actions of an agent authorized to act on its behalf. The STP shall resolve any errors or noncompliance and resubmit the Encounter Data.

    a. The Commission shall monitor the STP's submissions and provide error reports for the STP to resolve and resubmit.

3. The STP shall implement review procedures to validate their own Encounter Data.

4. The STP will designate sufficient information technology and staffing resources to perform these functions as set forth in this Agreement.

5. The STP shall have a unique Florida Medicaid provider identification number.

6. The STP must attend and/or participate in training provided by the Commission and/or AHCA regarding:

    a. The Commission's Information System;

    b. The critical requirements for Encounter Data submission; and,

    c. The submission and resubmission requirements.

7. All Encounter Data from submission and resubmission shall be:

    a. Complete

        (1) All Trips shall be entered for the reported period.

        (2) All required data fields shall be populated.

    b. Accurate

        (1) One hundred percent (100%) of all fields shall contain valid values.

        (2) The STP shall input the fully allocated Cost in the "trip cost" field based on the Commission rate methodology.

c. Timely

(1) The STP shall submit Encounter Data no later than thirty (30) Calendar Days after the end of the reporting month.

(2) The STP shall submit all corrected Encounter Data within ninety (90) Calendar Days after the end of the reporting month

8. The STP shall cooperate with Commission staff and its authorized representatives regarding onsite visits to evaluate the STP's MEDS operations, which include providing access to Transportation Records and administrative records for review. The STP shall participate in Commission and/or AHCA sponsored workgroups directed at continuous improvements in Encounter Data quality and operations.

9. The Commission and AHCA will monitor and track the quality of the STP's Encounter Data submissions and provide feedback to the STP and/or Commission.

a. The Commission shall require ninety-five percent (95%) accuracy for determining quality of the Encounter Data submissions.

b. For purposes of this section, quality means that the Encounter Data for the service rendered conforms to the terms and conditions of this Agreement.

10. If the STP's Encounter Data reporting is not acceptable, the Commission shall require the STP to submit a Corrective Action Plan (CAP). If the STP fails to provide a CAP, or to implement an approved CAP, within the time specified by the Commission, the Commission shall sanction the STP, in accordance with the Contract. When considering whether to impose sanctions, the Commission may take into account the STP's cumulative performance on all MEDS activities.

H. Fraud Prevention

1. The STP shall establish functions and activities governing program integrity in order to reduce the incidence of Fraud and Abuse and shall comply with all State and federal program integrity requirements.

2. The Recipient shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected Fraud and Abuse activities.

3 The Recipient shall cooperate fully in any investigation by the AHCA, MPI, MFCU, or any subsequent legal action that may result from such an investigation.

4. Ensure that the Recipient does not retaliate against any individual who reports Violations of the Recipient's Fraud and Abuse policies and procedures or suspected Fraud and Abuse.

IX. INFORMATION MANAGEMENT AND SYSTEMS

A. General Provisions

1. Systems Functions – The STP shall have Information Management processes and Information Systems that enable it to meet Commission, AHCA and federal reporting requirements and other Agreement requirements and that are in compliance with this Agreement and all applicable State and federal laws, rules and regulations, including HIPAA.

2. Systems Capacity – The STP's Systems shall possess capacity sufficient to handle the workload projected for the begin date of operations and will be scalable and flexible so they can be adapted as needed, within negotiated timeframes, in response to changes in Agreement requirements, etc.

3. E-Mail System – The STP may provide a continuously available electronic mail communication link (E-mail system) with the Commission. This system shall be:

   a. Available from the workstations of the designated STP contacts; and,

   b. Capable of attaching and sending documents created using software products other than STP's Systems, including the Commission's currently installed version of Microsoft Office and any subsequent upgrades as adopted.

4. Participation in Information Systems Work Groups/Committees – The STP shall meet as requested by the Commission, to coordinate activities and develop cohesive Systems strategies across STPs and agencies.

5. Connectivity to the Commission Network and Systems – The STP shall be responsible for establishing connectivity to the Commission's data communications network, and the relevant Information Systems attached to this network, in accordance with all applicable Commission policies, standards and guidelines.

6. Sanctions – The STP shall maintain all Systems and submit all reports as set forth in this Section and the Reporting Requirements Section of this Contract. If the STP fails to maintain its Systems or submit all reports as set forth, the Commission shall sanction the STP in accordance with this Contract.

B. Data and Document Management Requirements

1. Adherence to Data and Document Reporting Requirements

a. The STP's Systems shall conform to the standard transaction code sets specified in this agreement.

b. The STP's Systems shall conform to HIPAA standards for data and document management that are currently under development within one hundred twenty (120) Calendar Days of the Agreement's effective date or, if earlier, the date stipulated by CMS or the AHCA.

c. The STP shall comply with the Commission's and the AHCA's standard transaction code sets specific to the Commission and AHCA .

2. Information Retention – The STP shall maintain Information in its Systems in electronic form for three (3) years in live Systems and, for audit and reporting purposes, for five (5) years in live and/or archival Systems.

3. Information Ownership – The Commission maintains ownership over all Information, whether data, documents, or reports that contain or make references to said Information involving or arising out of this Agreement.

a. If the STP is required to provide documentation pursuant to a public records request, the STP shall redact any and all personal health information, in compliance with HIPAA and all other applicable federal and state laws and regulations.

b. If the STP wishes to publish a report, information, or commentary that includes data drawn from the Medicaid population, the Commission and/or the AHCA must first give written approval to the STP's interpretation of all data before the STP can publish said report, information, or commentary.

(1) In order to expedite approval of any report, information, or commentary that uses data drawn from the Medicaid population, the STP must include with its written request for approval all documentation, statistics, tables, graphs, and details that give rise to the STP's interpretation and the basis upon which the Recipient uses the data to support its interpretation.

C. System and Data Integration Requirements

1. Data and Report Validity and Completeness

a. The STP shall institute processes to ensure that the data is valid and complete; including reports submitted to the Commission pursuant to the Reporting Requirements of this contract. At its discretion, the Commission will conduct general data validity and completeness audits using industry-accepted statistical sampling methods. The Commission shall audit specific data elements including, but not limited to: Medicaid Beneficiary ID, date of service, category and sub category (if applicable) of service,

procedure codes, revenue codes, date of claim processing, and (if and when applicable) date of claim payment. The Commission shall also review and verify control totals.

2. Data Exchange in Support of the Commission's Program Integrity and Compliance Functions

   a. The STP's System(s) shall be capable of generating files in the prescribed formats for upload into Commission Systems used specifically for program integrity and compliance purposes.

D. Systems Availability, Performance, and Problem Management Requirements

1. Availability of Critical Systems Functions

   a. The STP shall ensure that critical Systems functions available to Medicaid Beneficiaries and Transportation Providers, functions that if unavailable would have an immediate detrimental impact on Medicaid Beneficiaries and Transportation Providers, are available twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled System Unavailability agreed upon by the Commission and the STP. Unavailability caused by events outside of a STP's Span of Control is outside the scope of this requirement. The STP shall make the Commission aware of the nature and availability of these functions prior to extending access to these functions to Medicaid Beneficiaries and/or Transportation Providers.

2. Availability of Data Exchange Functions

   a. The STP shall ensure that the Systems and processes within its Span of Control associated with its data exchanges with the Commission and/or its Agent(s) are available and operational according to specifications and the data exchange schedule.

3. Problem Notification

   a. Upon discovery of any problem within its Span of Control that may jeopardize, or is jeopardizing, the availability and performance of Systems functions and the availability of information in said Systems, including any problems impacting scheduled exchanges of data between the STP and the Commission and/or its Agent(s), the STP shall notify the Commission's Project Manager via phone, fax and/or electronic mail within fifteen (15) minutes of such discovery. In its notification, the STP shall explain in detail the impact to critical path processes such as transportation coordination and claims submission processes.

   b. The STP shall provide to appropriate Commission staff, or its Agent's staff, information on System Unavailability events, as well as status updates on problem resolution. At a minimum, the STP shall provide

these updates on an hourly basis via electronic mail or telephone (if electronic mail is unavailable due to the System Unavailability).

4. Recovery from Unscheduled System Unavailability

a. Unscheduled System Unavailability caused by the failure of Systems and telecommunications technologies within the STP's Span of Control must be resolved, and the restoration of services implemented, within forty-eight (48) hours of the official declaration of System Unavailability.

5. Exceptions to System Availability Requirement

a. The STP shall not be responsible for the availability and performance of Systems and information technology (IT) infrastructure technologies outside of the STP's Span of Control.

E. System Testing and Change Management Requirements

1. Notification and Discussion of Potential System Changes

a. The STP shall notify the Commission Project Manager of the following changes to Systems within its Span of Control within at least ninety (90) Calendar Days of the projected date of the change; if so directed by the Commission, the STP shall discuss the proposed change with applicable Commission staff: (1) software release updates of core transaction Systems: claims processing, eligibility and Enrollment processing, Service Authorization management, Transportation Provider enrollment and data management; (2) conversions of core transaction management Systems.

2. Response to Commission Reports of Systems Problems not Resulting in System Unavailability

a. The STP shall respond to Commission reports of System problems not resulting in System Unavailability according to the following timeframes:

(1) Within seven (7) Calendar Days of receipt, the STP shall respond in writing to notices of System problems.

(2) Within twenty (20) Calendar Days, the STP shall make a correction to the System or will make a Requirements Analysis and Specifications document.

(3) The STP will correct the deficiency by a date certain as determined by the Commission.

3. Testing

a. The STP shall work with the Commission pertaining to any testing initiative as required by the Commission.

b. The STP shall ensure adequate Information System integrity to capture Encounter Data and, at a minimum, take necessary action to safeguard against System interruptions resulting from network, operating hardware, software, or operational errors that compromise the integrity of transactions that are active in a live system or archived at the time of an outage or causing unscheduled System Unavailability.

F. Reporting Requirements - Specific to Information Management and Systems Functions and Capabilities - and Technological Capabilities

1. Reporting Requirements

a. If the STP is extending access to "critical systems functions" to providers and Medicaid Beneficiaries as described in the Availability of Critical Systems Functions section, above, it shall submit a monthly Systems Availability and Performance Report to the Commission as described in Reporting Requirements, otherwise this reporting requirement is not applicable.

X. REPORTING REQUIREMENTS

A. General Reporting Requirements

1. The STP shall comply with all Reporting Requirements set forth by the Commission in this Contract.

a. The STP is responsible for assuring the accuracy, completeness, and timely submission of each report.

b. The STP shall certify the reports, attesting, based on his/her best knowledge, information, and belief, that all data submitted in conjunction with the reports or all documents requested by the Commission are accurate, truthful, and complete.

c. The Certification shall be submitted at the same time the data reports are submitted. The Certification page shall include a Certification that the data submitted has been validated and the quality verified in accordance with this Contract.

(1) Deadlines for report submission referred to in this Contract specify the actual time of receipt at the Commission, not the date the STP postmarks or transmits the file. The Commission shall date stamp a hard copy report or send an email reply to an emailed report.

(2) The STP shall use the timeframes set forth in the table below for submitting all reports.

d. Before November 1 of each year, the STP shall deliver to the Commission a Certification that the STP has fairly and accurately presented all Performance Measure data for the previous Agreement Year.

e. If a reporting due date falls on a weekend or State Holiday, the Agency must receive the report on the following Business Day.

f. The STP shall file all quarterly reports based on a calendar year quarter. Calendar year quarters are defined as the months ending March 31st, June 30th, September 30th, and December 31st.

2. The Commission shall furnish the STP with the appropriate reporting formats, templates, instructions, submission timetables, and technical assistance, as required.

3. The Commission reserves the right to modify the reporting requirements, with a sixty (60) Calendar Day notice to allow the STP to complete implementation, unless otherwise required by law.

4. The Commission shall provide the STP with written notification of any modifications to the reporting requirements.

5. Unless otherwise specified, the STP shall record and submit all filings electronically or mail a hard copy to the following address:

The Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399

6. Unless otherwise set forth below, or in a request for an *ad hoc* report, the STP shall limit the scope of all reports to operations affecting Medicaid Beneficiaries and shall not include in any report any outside, non-Medicaid or non-Medicaid Beneficiary related information. The STP shall limit all reports and Performance Measures to Transportation Services provided under this Agreement to Medicaid Beneficiaries and shall not include other, non-Medicaid, services or operations that the STP provides.

7. The STP shall grant the Commission, or its representatives, full access to all financial and statistical reports, supporting documents, and any other documents pertinent to this Contract and the Transportation Provider Agreement. The STP and all Transportation Providers shall provide the documentation requested by the Commission, or its representatives, in a manner that the Commission will provide when notifying the STP of the on-site surveys and desk reviews

8. The STP shall notify the Commission's Project Manager within twenty-four (24) hours of discovering a Violation of the protections provided by HIPAA.

Required Reports				
Report	**#**	**Description**	**Format**	**Frequency**
Grievance System - Summary Report	4	Covers all Complaints, Grievances, and Appeals related to Medicaid's NET Services.	Hardcopy or electronic format. Template provided by the Commission.	**Quarterly –** Due 30 Calendar Days after the end of the reporting quarter. Contains data for entire reporting quarter.
Audited Financial Statement	N/A	Audited Financial Statement.	Hardcopy and electronic format.	**Annually -** within 180 Calendar Days after end of the Fiscal Year. Reporting is for each calendar year.
Trip Travel Expense Report	5	Trip Travel Expenses by Trip.	Hardcopy or electronic format. Template provided by the Commission.	**Monthly -** Due 15 Calendar Days after the month in which the STP provided the Trip.
Safety Compliance Self-Certification Report	N/A	Copy of the Self-Certification Report (Vehicle Inspections, Driver Safety, Drug and Alcohol and Quality monitoring)	Hardcopy or electronic format.	**Annually -** Due January 15 of each year. Reporting is for each calendar year.
Systems Outage Notification	6	Notification of a Phone or System outage affecting NET Services.	Email and/or Phone call, followed by a summary report. Template provided by the Commission.	**Immediately** upon occurrence.
Suspected Fraud Reporting	N/A	Suspected Fraud Report.	Hard copy, electronic format, or telephone call.	**Immediately** upon occurrence.
Critical Incidents Report	7	Critical Incident Report.	Hardcopy or electronic format. Template provided by the Commission. DCF template available from DCF.	**Upon Occurrence** – Initial report due one (1) Business Day after learning of the incident. A written final report shall be submitted to the Commission within 15 business days after the incident. Detailed report to include measures to prevent similar occurrences in the future.
Performance Measures	N/A	Performance Measure information – See Performance Measure Section for details.	Hardcopy or electronic format.	**Monthly** – Due 10 Calendar Days after the end of the reporting month.

B. Reporting Requirement Documents

1. Grievance System

a. The Grievance System report shall, include information based on the STP's helpline and contain information about the number of Complaints, Grievances, and Appeals received by the STP, its Subcontractors, and its Local Coordinating Board (LCB) concerning issues related to the provision of Non-Emergency Transportation Services to Medicaid Beneficiaries only.

b. Refer to Attachment 4 for a template

2. Annual Financial Audit

a. The STP shall conduct an annual financial audit in accordance with federal and State law, including, but not limited to, OMB Circular A-133 and Section 215.97, F.S., Florida Single Source Audit Act. The goal of the audit is to capture the STP's financial information in a format for use by the Commission, its Agents, and federal and State auditors. The STP shall submit the audit annually, along with a copy of the STP's Certification by hardcopy or in electronic format to the Commission. The STP shall limit the scope of the audit report it submits to the Commission to Transportation Services provided to Medicaid Beneficiaries. If, at any time, the Recipient is determined to be a Vendor for purposes of OMB Circular A-133 and/or the Florida Single Source Act, the Recipient shall still be required to submit an annual financial audit in accordance with the provisions of OMB Circular A-133 and/or the Florida Single Source Act.

b. The Commission does not provide a template for this report. Refer to Attachment 2 for details on Special Audit Requirements.

3. Trip Travel Expense Report

a. The purpose of this report is to track the travel expenses incurred by the STP for each Trip that incurs travel expenses, as set forth in the Covered Services Section of this Contract.

b. Refer to Attachment 5 for a template.

4. Safety Compliance Self Certification Report

a. Self Certification – Each STP/Transportation Provider shall submit an annual safety and security Certification, in accordance with 14-90.10, F.A.C., to the Commission, and shall submit to any and all Safety and

Security Inspections and Reviews in accordance with 14-90.12, F.A.C. Each STP/Transportation Provider shall submit the total number of vehicle inspections completed during the previous calendar year (January 1 through December 31) and the results of said inspections by January 15th of each year.

b. The Safety Compliance Self Certification Report shall include, at a minimum, a certification that the STP/Transportation Provider has instituted and are complying with the following safety and monitoring procedures:

(1) Vehicle safety inspection;

(2) Drug and alcohol training and monitoring;

(3) Quarterly monitoring; and,

(4) Operator/driver training and monitoring.

c. The Commission does not provide a template for this report.

5. Systems Outage Notification Report

a. The STP shall notify the Commission Project Manager by electronic submission or by telephone of a System outage immediately upon determination of a System outage.

b. The STP shall submit the Business Disruption Notification using the template provided as a guideline. The Business Disruption Notification shall provide the date and time the incident occurred, what event triggered the outage, the plan of action to bring the System back online, the expected date and time of recovery of the full use of the System, and the impact the System outage has on Medicaid Beneficiaries.

c. The STP must submit a Systems Outage Report, in electronic format and hardcopy, to the Commission's Project Manager only if the STP's Information Systems experience unscheduled downtime.

d. Refer to Report #6 for template.

6. Suspected Fraud Reporting

a. Upon detection of a potential or suspected Fraudulent encounter or act by a Medicaid Beneficiary, the STP shall file a report with the Commission. The

Commission will forward the report to the AHCA's Bureau of Medicaid Program Integrity.

b. The report shall contain at a minimum:

(1) The name of the Medicaid Beneficiary;

(2) The Medicaid Beneficiary's Medicaid identification number; and

(3) A description of the suspected Fraudulent act.

c. The Commission does not provide a template for this report.

7. Critical Incident Reporting

a. The STP shall notify the Commission within one (1) Business Day that there was a critical incident.

b. The critical incident reporting requirements set forth in this Section do not replace the abuse, Neglect, and exploitation reporting system established by the State.

c. The definitions of reportable critical incidents are as follows:

(1) Death of a Medicaid Beneficiary that occurs while the Medicaid Beneficiary is in a vehicle operated or contracted by the STP, due to one (1) of the following:

(i) Suicide;

(ii) Homicide;

(iii) Abuse;

(iv) Neglect; or,

(v) An accident or other incident.

(2) Medicaid Beneficiary Injury or Illness – A medical condition that requires medical treatment by a Health Care Professional and which is sustained, or allegedly is sustained, due to an accident, act of Abuse, Neglect or other incident occurring while a Medicaid Beneficiary is in a vehicle operated or contracted by the STP.

(3) Sexual Battery – An allegation of sexual battery, as determined by medical evidence or law enforcement involvement, by:

(i) A Medicaid Beneficiary on another Medicaid Beneficiary;

(ii) An employee of the STP, a Subcontractor, or a Transportation Provider on a Medicaid Beneficiary; and/or,

(iii) A Medicaid Beneficiary on an employee of the STP, a Subcontractor, or a Transportation Provider.

(4). In addition to supplying the Critical Incidents Report, the STP shall also report critical incidents in the manner prescribed by, and using the template provided by, the appropriate district's DCF Alcohol, Drug Abuse Mental Health office, using the appropriate DCF reporting forms and procedures.

(5) Refer to Report #7 for a template.

8. Minority Participation Report

1. The Commission encourages the STP to use Minority and Certified Minority businesses as subcontractors when procuring commodities or services to meet the requirement of the Agreement.

The Commission requires information regarding the STP's use of minority owned businesses as subcontractors for transportation services under this Agreement. This information will be used for assessment and evaluation of the Commission's Minority Business Utilization Plan. During the term of the Agreement, it will be necessary for the STP to maintain this information monthly. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N), Hispanic American (Certified Minority Code I or Non-Certified Minority O), Asian American (Certified Minority Code J or Non-Certified Minority Code P), Native American (Certified Minority Code K or Non-Certified Minority Code Q), or American Woman (Certified Minority Code M or Non-Certified Minority Code R). The STP should retain this information and make it available upon request by the Commission.

XI <u>METHOD OF PAYMENT</u>

A. Fixed Price Fixed Fee Agreement

1. This is a fixed price (fixed fee) Agreement. The Commission shall pay the STP, upon satisfactory completion of all terms and conditions specified in the Agreement, a total amount included in Exhibit B.

2. The STP shall request payment through submission of a properly completed invoice to the Commission. Invoices shall be submitted in a format provided by the Commission.

3. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. Transportation Services are mandatory Medicaid services that shall not be restricted due to inadequate funding. Through this Contract, the STP accepts the responsibility to provide or coordinate delivery of all Transportation Services within the existing funds of this Contract.

5. Errors

   a. If, after preparation and submission of reports and/or invoices, the STP discovers an error, including, but not limited to, errors resulting in incorrect payments, either by the STP or the Commission, the STP has thirty (30) Business Days from its discovery of the error, or thirty (30) Business Days after receipt of notice by the Commission to correct the error and resubmit accurate reports and/or invoices. Failure to respond within the thirty (30) Business Day period shall result in a loss of any money due to the STP for such errors and/or sanctions against the STP pursuant to Sanctions Section of this Contract.

B. Member Payment Liability Protection

1. Pursuant to Section 1932 (b)(6), Social Security Act (as enacted by Section 4704 of the Balanced Budget Act of 1997), the STP shall not hold Medicaid Beneficiaries liable for the following:

   a. For debts of the STP, in the event of the STPs Insolvency;

   b. For payment of Covered Services provided by the STP if the STP has not received payment from the Commission for the Covered Services, and/or,

   c. For payments to a STP that furnished Covered Services under a contract, or other arrangement with the STP, that are in excess of the amount that normally would be paid by the Medicaid Beneficiary if the Covered Services had been received directly from the STP.

C. Transition to Managed Care Organizations (MCOs) and Medicaid Reform

1. The STP understands that the State is operating a Medicaid managed care pilot program as stated in s. 409.91211, Florida Statute (Medicaid Reform). As a result, in all areas in which the State implements Medicaid Reform, the STP's Enrollment will transition from coverage under this Agreement to an authorized Medicaid Reform MCO in accordance with the AHCA's implementation schedule.

2. The STP understands that the State allows specified MCOs in Miami-Dade County to provide Transportation Services. Beneficiaries enrolled in these MCOs are not included in this Agreement.

XII. SANCTIONS

A. General Provisions

1. The STP shall comply with all requirements and performance standards set forth in this Contract. In the event the Commission identifies a Violation of this Contract, or other non-compliance with this Contract, the STP shall submit a Corrective Action Plan (CAP) within three (3) Calendar Days of the date of receiving notification of the Violation or non-compliance from the Commission or within the timeframe specified by the Commission, whichever is later.

   a. Within five (5) Business Days of receiving the CAP the Commission will either approve or disapprove the CAP. If disapproved, the Commission must cite the specific reasons in a written format for said disapproval. Upon written notice of disapproval, the STP shall resubmit, within five (5) Business Days, or a date specified by the Commission whichever is later, a new CAP that addresses the concerns identified by the Commission.

   b. Upon approval of the CAP, whether the initial CAP or the revised CAP, the STP shall implement the CAP within the time frames specified by the Commission. The STP shall submit a report to the Commission detailing the implementation of the STP's CAP forty-five (45) Business Days following the date of the Commission's approval of the CAP.

   c. Except where specified below, the Commission shall impose a monetary sanction of $100 per day on the STP for each Calendar Day that the STP does not implement the approved CAP to the satisfaction of the Commission.

2. If the Commission determines, in its sole discretion, that a STP and/or Transportation Provider has violated the terms of this Contract, the Commission can sanction the STP, can terminate this Contract, or both. If the Agency for Health Care Administration determined, in its sole discretion, that a STP and/or Transportation Provider has violated the terms of this contract, AHCA can sanction the Commission and request the this contract be terminated or both.

3. Unless the Commission specifies the duration of a sanction, the sanction shall remain in effect until the Commission is satisfied that the STP has corrected the basis for imposing the sanction and it is not likely to recur.

B. Specific Sanctions

1. The Commission may impose any of the following sanctions against the STP if the Commission, in its sole discretion, determines that the STP and/or a Transportation Provider has violated any provision of this Agreement, or any applicable statutes:

a. Suspension or revocation of payments to the STP for Medicaid Beneficiaries during the sanction period;

b. For any nonwillful Violation of the Agreement, the Commission shall impose a fine, not to exceed $2,500 per Violation. In no event shall such fine exceed an aggregate amount of $10,000 for all nonwillful Violations arising out of the same action;

c. With respect to any knowing and willful Violation of the Agreement, the Commission shall impose a fine upon the STP in an amount not to exceed $20,000 for such Violation. In no event shall such fine exceed an aggregate amount of $100,000 for all knowing and willful Violations arising out of the same action;

d. If the STP fails to carry out substantive terms of the Agreement, the Commission shall terminate the Agreement. After the Commission notifies the STP that it intends to terminate the Agreement, the Commission shall give the STP's Medicaid Beneficiaries written notice of the State's intent to terminate the Agreement.

e. The Commission may impose intermediate sanctions, including, but not limited to civil monetary penalties in the amounts specified in this Agreement.

f. Suspension of payment for Medicaid Beneficiaries after the effective date of the sanction and until the Commission is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur; and/or

g. Before imposing any intermediate sanctions, the Commission must give the STP timely notice.

AGREEMENT NO.:_____
COUNTY NAME: Escambia

EXHIBIT B
METHOD OF COMPENSATION

This Exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

1. Project Compensation:

For the satisfactory performance of services detailed in Exhibit "A", the STP shall be paid up to a Maximum Amount of $ 183,160.00.

The Maximum Amount shall be made up of the following limiting amounts:

$ 183,160.00 from State Fiscal Year 2014/2015

2. PROGRESS PAYMENTS AND DISBURSEMENT SCHEDULE OF FUNDS:

The Vendor shall submit a monthly invoice in a format acceptable to the Commission.

FY2014/15	Payment
July 2014	$91,580.00
August	$91,580.00

ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Recipient is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Recipient certifies and agrees as to abide by the following:

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.

    1.a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Recipient from, or on behalf of, the Agency.

    1.b. Security Incident. For purposes of this Attachment, security incident shall mean any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.

2. Use and Disclosure of Protected Health Information. The Recipient shall not use or disclose protected health information other than as permitted by this Agreement or by federal and state law. The Recipient will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Agreement and federal and state law. The Recipient will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Recipient creates, receives, maintains, or transmits on behalf of the Agency.

3. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Recipient is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Recipient or to carry out the legal responsibilities of the Recipient, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Recipient obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Recipient of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

4. Disclosure to Third Parties. The Recipient will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Agency. The Recipient shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Recipient on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Recipient with respect to protected health information.

5. Access to Information. The Recipient shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.

6. Amendment and Incorporation of Amendments. The Recipient shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. § 164.526.

7. Accounting for Disclosures. The Recipient shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. The Recipient shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

8. Access to Books and Records. The Recipient shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Recipient on behalf of the Agency, available to the Secretary of the Department of Health and Human Services or the Secretary's designee for purposes of determining compliance with the Department of Health and Human Services Privacy Regulations.

9. Reporting. The Recipient shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Agreement. The Recipient will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Agreement of which the Recipient is aware. The Recipient will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Recipient is aware. A violation of this paragraph shall be a material violation of this Agreement.

10. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to terminate this Agreement.

    10.a. Effect of Termination. At the termination of this Agreement, the Recipient shall return all protected health information that the Recipient still maintains in any form, including any copies or hybrid or merged databases made by the Recipient; or with prior written approval of the Agency, the protected health information may be destroyed by the Recipient after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval,

the Recipient must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Recipient agrees to protect the protected health information and treat it as strictly confidential.

The Recipient has caused this Attachment to be signed and delivered by its duly authorized representative, as of the date set forth below.

Recipient Name: Escambia County Board of County Commissioners

_____ _____

Signature Date

_____

Jack R. Brown, County Administrator

_____

Witness

_____

Witness

ATTACHMENT 2
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Commission for the Transportation Disadvantaged (which may be referred to as the "Agency" or "Grantor") to the recipient (which may be referred to as the "Vendor", "Facility" or "Recipient") may be subject to audits and/or monitoring by the Commission, as described in this Attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Commission staff 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 Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-1233, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Agency for Health Care Administration 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 Commission. 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 OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. 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. However, if the recipient elects 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 resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. The Recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, 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. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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 recipient's resources obtained from other than State

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa/.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at the following address:

      Executive Director
      Commission for the Transportation Disadvantaged
      605 Suwannee Street, MS-49
      Tallahassee, Florida 32399-0450

   B The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following

Executive Director
Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Executive Director
Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Commission at the following address:

Executive Director
Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

B. 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

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Commission at the following address:

Executive Director
Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, Florida 32399-0450

5 Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Commission, or its designee, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Commission.

ATTACHMENT 2
EXHIBIT 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc…)

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
	Medicaid Title 19	93.778	Medical Assistance Payments	$183,160.00
	Medicaid Title 21	93.767	Childrens' Health Insurance Program	
	Medicaid Title 18, 19 CLIA	93.777	Survey and Certification	

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
	Medicaid Title 19	93.778	Medical Assistance Payments	**N/A**
	Medicaid Title 21	93.767	Childrens' Health Insurance Program	**N/A**
	Medicaid Title 18, 19 CLIA	93.777	Survey and Certification	**N/A**
				N/A

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject to Section 215.97, F.S.:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

ATTACHMENT 3
REQUIRED DATA ELEMENTS FOR ENCOUNTER DATA

Draft Batch File Layout

File name should be CTC_EIN_Batch_Number.txt (if CTC_EIN = 123456789 and the Batch_Number for this file is 000987650 then file name would be 123456789_000987650.txt)

Maximum of 5000 claims per file (Record_Type = C)

Header Record (one per batch – first record in file)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Header Record Indicator	Must = H
CTC_EIN	9(09)	2	10	9	CTC Federal Employer ID	Numeric
Batch_Number	9(09)	11	19	9	Unique ID for batch (batches with duplicate IDs will be rejected)	Numeric with leading zeroes
File_Type	X(01)	20	20	1	If a File_Type = T is sent to the production machine the entire file will be rejected. If a File_Type = P is sent to the test machine then the entire file will be rejected.	T = test file, P = Production file. Any other value will cause entire file to be rejected.

Claim (trip) Records (maximum 5000 per batch)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Claim Record Indicator	Must = C
UniqueTripID	X(15)	2	16	15	Unique Trip ID	Generated by CTC software
Trip_Void	X(01)	17	17	1	Place "V" in field to void previously submitted claim record (determined by UniqueTripID)	Must = V or blank
CTC_EIN	9(09)	18	26	9	CTC Federal Employer ID	Numeric
CTC_MedicaidID	9(10)	27	36	10	CTC Medicaid ID	Numeric – passes check digit validation

Bene_Lname	X(15)	37	51	15	Beneficiary Last Name	Length > 0
Bene_Fname	X(15)	52	66	15	Beneficiary First Name	Length > 0
Bene_MI	X(01)	67	67	1	Beneficiary Middle Initial	None
Bene_MedicaidID	X(10)	68	77	10	Beneficiary MedicaidID	Numeric – passes check digit validation
Bene_HomeAddr	X(30)	78	107	30	Beneficiary Home Address	Length > 0
Bene_HomeCity	X(20)	108	127	20	Beneficiary Home City	Length > 0
Bene_HomeCounty	9(02)	128	129	2	Beneficiary Home County	Validated against attached table
Bene_HomeState	X(02)	130	131	2	Beneficiary Home State	Validated against 50 States
Bene_HomeZip	9(05)	132	136	5	Beneficiary Home Zip	Numeric (5 digit zip only)
Bene_DOB	9(08)	137	144	8	Beneficiary Date of Birth	Numeric and valid date – CCYYMMDD
Bene_Gender	X(01)	145	145	1	Beneficiary Gender	M = male, F = female, U = Unknown
Bene_SSN	9(09)	146	154	9	Beneficiary SSN	Numeric
Reservation_Date	9(08)	155	162	8	Date reservation call received	Numeric and valid date – CCYYMMDD
Reservation_Time	9(04)	163	166	4	Time reservation call received	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Reservation_Pickup_Date	9(08)	167	174	8	Original Scheduled Pickup Date	Numeric and valid date – CCYYMMDD
Reservation_Pickup_Time	9(04)	175	178	4	Original Scheduled Pickup Time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Reservation_Appt_Time	9(04)	179	182	4	Dr's or Facility Appointment Time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300) for Trip_Indicator = "I". Blank for Trip_Indicator = "T" or "R"
Trip_Origin_Address	X(30)	183	212	30	Trip origination address	Length > 0
Trip_Origin_City	X(20)	213	232	20	Trip origination city	Length > 0
Trip_Origin_County	9(02)	233	234	2	Trip origination county	Validated against attached table
Trip_Origin_Code	X(01)	235	235	1	Trip origination code	Validated against attached table
Trip_Trans_Mode	X(02)	236	237	2	Trip transportation mode	Validated against attached table
Trip_Indicator	X(01)	238	238	1	Trip indicator	Validated against attached table
Trip_NoShow	X(01)	239	239	1	No Show	N if No Show otherwise blank
Trip_Miles	9(04).9	240	245	6	Trip miles	Insert decimal. 4 miles = 4.0. Must be valid miles. Maximum value is 9999.9. Trip miles = 0.0 for Trip_Trans_Mode = BP. All

						other Trip_Trans_Mode > 0. May delete leading zeros above first zero (example – can have 0.0 but not .0) (example – 0001.0 can be 1.0)
Trip_Cost	9(03).99	246	251	6	Trip cost	No $ but insert decimal. $12.95 = 12.95. $1 = 1.00. Must be valid amount. Maximum value is 999.99. Must be > 0.00.
Trip_Pickup_Date	9(08)	252	259	8	Trip pickup date	Numeric and valid date – CCYYMMDD
Trip_Pickup_Time	9(04)	260	263	4	Trip pickup time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300). **Same as Reservation_Pickup_Time**
Trip_Dest_Address	X(30)	264	293	30	Trip destination address	Length > 0
Trip_Dest_City	X(20)	294	313	20	Trip destination city	Length > 0
Trip_Dest_County	9(02)	314	315	2	Trip destination county	Validated against attached table
Trip_Dest_Code	X(01)	316	316	1	Trip destination code	Validated against attached table
Trip_Actual_Pickup_Time	9(04)	317	320	4	Trip actual pickup time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Trip_Actual_Dropoff_Time	9(04)	321	324	4	Trip actual dropoff time	Numeric and valid time – HHMM (24 hour – 1:00pm = 1300)
Trip_Escort_Required	X(01)	325	325	1	Trip escort required	Yes = Y, No = N
Trip_Medical_Necessity	X(25)	326	350	25		None
Trip_MediKids	X(01)	351	351	1	MediKids Indicator	Yes = Y, No = N

Footer Record (one per batch – Last record in file)

FieldName	Format	Begin	End	Total Positions	Description	Edits
RecordType	X(01)	1	1	1	Footer Record Indicator	Must = F
CTC_EIN	9(09)	2	10	9	CTC Federal Employer ID	Numeric
Batch_Number	9(09)	11	19	9	Unique ID for batch (batches with duplicate IDs will be rejected)	Numeric – Must match Batch_Number in header record
Total_Claims_Batch	9(04)	20	23	4	Total number of claims in this batch file	Entire file rejected if this field does not equal number of “C” records

Trip_Origin_Code & Trip_Dest_Code Validation Table

Code	Location
P	Physician
C	Clinic
L	Laboratory
H	Hospital
N	Nursing Home
D	Dialysis
O	Other Diagnosis or Therapeutic
R	Residence

Trip_Indicator Validation Table

Code	Indicator
I	Initial
T	Transfer
R	Return

Trip_Trans_Mode Validation Table

Code	Transportation Mode
MV	Multi-Load Vehicle
PT	Public Transportation
VT	Private Volunteer Transport
WC	Wheelchair
ST	Stretcher
OB	Over-the-road Bus
CA	Commercial Air
BP	Bus Pass
TX	Taxi

County Validation Table

County	ID	County	ID	County	ID	County	ID	County	ID
Alachua	01	Duval	15	Holmes	29	Miami-Dade	43	Santa Rosa	57
Baker	02	Escambia	16	Indian River	30	Monroe	44	Sarasota	58
Bay	03	Flagler	17	Jackson	31	Nassau	45	Seminole	59
Bradford	04	Franklin	18	Jefferson	32	Okaloosa	46	Sumter	60
Brevard	05	Gadsden	19	Lafayette	33	Okeechobee	47	Suwannee	61
Broward	06	Gilchrist	20	Lake	34	Orange	48	Taylor	62
Calhoun	07	Glades	21	Lee	35	Osceola	49	Union	63
Charlotte	08	Gulf	22	Leon	36	Palm Beach	50	Volusia	64
Citrus	09	Hamilton	23	Levy	37	Pasco	51	Wakulla	65
Clay	10	Hardee	24	Liberty	38	Pinellas	52	Walton	66
Collier	11	Hendry	25	Madison	39	Polk	53	Washington	67
Columbia	12	Hernando	26	Manatee	40	Putnam	54	OutOfState	99
Desoto	13	Highlands	27	Marion	41	St Johns	55		
Dixie	14	Hillsborough	28	Martin	42	St Lucie	56		

ATTACHMENT 4
QUARTERLY GRIEVANCE SYSTEM SUMMARY REPORT

STP Name:_____

Dates of Quarter Reporting:_____

	Complaints		**Grievances**					**Appeals**				
County	Total	Total Open > 15 Days	Resolved by LCB	Not Resolved by LCB	Resolved by STP	Not Resolved by STP	Total	Resolved by LCB	Not Resolved by LCB	Resolved by STP	Not Resolved by STP	Total
Total												

Report is due 30 Calendar Days after the end of the reporting quarter.

STP must report all data until closed.

ATTACHMENT 5
TRIP TRAVEL EXPENSE REPORT

STP Name:_____

Reporting Period:_____

County:	Month												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Medicaid Beneficiary													
Travel													
Lodging													
Meals													
Other													
Total Medicaid Beneficiary													
Attendant(s)/Escort(s)													
Travel													
Lodging													
Meals													
Other													
Total Attendant/Escort 1													
Travel													
Lodging													
Meals													
Other													
Total Attendant/Escort 2													
Total													

Due to the Commission 15 Calendar Days after the month in which the travel occurred.

ATTACHMENT 6
BUSINESS DISRUPTION NOTIFICATION REPORT

STP Name:_____

Reporting Period:_____

County:_____

System(s) Affected	Description of Outage	Population Affected
Computer System		
Telephony System		
The date and time the incident occurred		
What event triggered the incident		
The plan of action to bring the System back online		
The expected date and time of recovery of full use of the System		
The impact the outage had on Medicaid Beneficiaries		

ATTACHMENT 7
CRITICAL INCIDENT REPORT

STP Name:_____

Reporting Period:_____

County of Incident:	
Time of Incident:	
Location of Incident:	
Critical Incident Type:	
Details of Incident (Include Medicaid Beneficiary's age, gender, diagnosis, current medication, source of information, all reported details about the event, action taken by Commission/Subcontractor/Transportation Provider, and any other pertinent information)**:**	
Follow Up Planned or Required (Include information relating to any Commission/Subcontractor/Transportation Provider policy or procedure that applies to the event)**:**	
Transportation Provider:	
Report Submitted By:	
Date of Submission:	

ATTACHMENT 8
DEFINITIONS AND ACRONYMS

A. Definitions

The following terms as used in this Agreement shall be construed and/or interpreted as follows, unless the Agreement otherwise expressly requires a different construction and/or interpretation.

Abuse — Practices that are inconsistent with generally accepted business or Transportation practices and that result in an unnecessary cost to the Medicaid program or in reimbursement for goods or services that are not Medically Necessary or that fail to meet professionally recognized standards for health care; or Medicaid Beneficiary practices that result in unnecessary cost to the Medicaid program.

Action — **(i)** The denial or limited authorization of a requested service, including the type or level of service, pursuant to 42 CFR 438.400(b). **(ii)** The reduction, suspension, or termination of a previously authorized service. **(iii)** The denial, in whole or in part, of payment for a service. **(iv)** The failure to provide services in a timely manner, as defined by the State. **(v)** The failure of the Recipient to resolve a Complaint within fifteen (15) Business Days, a Grievance within ninety (90) Calendar Days, and an Appeal within forty-five (45) Calendar Days from the date the Recipient/Subcontractor receives the Complaint, Grievance, or Appeal.

Acute Condition – An Acute Condition is a medical condition with a rapid onset of symptoms and/or a temporary or limited duration (as opposed to a Chronic Condition) and includes subacute conditions. Treatment for an Acute Condition is intended to last a short duration and may include surgical treatment, rehabilitative treatment, and/or other care.

Agency — State of Florida, Agency for Health Care Administration.

Agent — An entity that contracts with the State to perform administrative functions, including but not limited to: Fiscal Agent activities, outreach and education, eligibility activities; Systems and technical support.

Agreement — The Agreement between the Recipient and the Agency to provide Medicaid Non-Emergency Transportation Services to Medicaid Beneficiaries, comprised of the Agreement, and any addenda, appendices, attachments, or amendments thereto.

Agreement Period – The term of the Agreement from July 1, 2014 through August 31, 2014.

Agreement Year – The period of time from September 1 through August 31 of each calendar year.

Appeal — A request for review of an Action, pursuant to 42 CFR 438.400(b).

Attendant/Escort – An Attendant/Escort is an individual whose presence is required to assist a Medicaid Beneficiary during transport and at the place of treatment.

Baker Act — The Florida Mental Health Act, pursuant to ss. 394.451-394.4789, F.S.

Behavioral Health Care — Services listed in the Community Behavioral Health Services Coverage & Limitations Handbook and the Targeted Case Management Coverage & Limitations Handbook. Behavioral Health Care involves issues relating to mental health and substance abuse.

Business Days — Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State Holidays.

Calendar Days — All seven (7) days of the week.

Certification — The process of determining that a facility, equipment or an individual meets the requirements of federal or State law, or whether Medicaid payments are appropriate or shall be made in certain situations.

Children/Adolescents — Medicaid Beneficiaries under the age of twenty-one (21).

Chronic Condition – A Chronic Condition is a medical condition that is long lasting or recurrent. Chronic Conditions require ongoing management for effective long term treatment.

Complaint – An expression of dissatisfaction about any matter other than an Action. Possible subjects for Complaint include, but are not limited to, the quality of Transportation Services, the quality of services provided and aspects of interpersonal relationships such as rudeness of a Transportation Provider or employee or failure to respect the Medicaid Beneficiary's rights. A Complaint is resolved at the Point of Contact rather than through filing a formal Grievance.

Contracting Officer — The Secretary of the Agency or his/her delegate.

Cost – Fully allocated expenses associated with providing Transportation Services to Medicaid Beneficiaries. The Recipient may determine Cost by using the Recipient's approved rate calculation model or a Recipient approved rate calculation model consistently utilized by a Subcontractor.

Cost Effective — Economical in terms of the goods or services received for the

Covered Services — Those services provided by the Recipient in accordance with this Agreement, and as outlined in Section V, Covered Services, in this Agreement. Also referred to as "Transportation Services."

Cultural Competency Plan – A required written plan that the Recipient must maintain in accordance with 42 CFR 438.206. The Cultural Competency Plan describes how the Recipient will ensure that it provides Transportation Services in a culturally competent manner to all Medicaid Beneficiaries, including those with limited English proficiency.

Disclosing Entities — The Recipient and any Subcontractors that furnish services or arrange for furnishing services under this Agreement.

Emergency Transportation – The provision of Emergency Transportation Services in accordance with Section 409.908(13)(c)(4), F.S.

Encounter Data – Encounter Data includes records of Covered Services provided by the Recipient to a Medicaid Beneficiary.

Expedited Appeal Process — The process by which the Appeal of an Action is accelerated because the standard time-frame for resolution of the Appeal could seriously jeopardize the Medicaid Beneficiary's life, health, or ability to obtain, maintain, or regain maximum function.

External Quality Review (EQR) — The analysis and evaluation by an External Quality Review Organization (EQRO) of aggregated information on Quality, timeliness, and access to the health care services that are furnished to Medicaid Beneficiaries by the Recipient.

External Quality Review Organization (EQRO) — An organization that meets the competence and independence requirements set forth in federal regulations 42 CFR 438.354, and performs EQR, other related activities as set forth in federal regulations, or both.

Family Planning Waiver (FPW) – The Family Planning Waiver extends eligibility for family planning services for twenty-four (24) months to postpartum women capable of bearing a child who have lost Medicaid eligibility.

Fee-for-Service (FFS) — A method of making payment by which the Agency sets prices for defined medical or allied care, goods, or services.

Fiscal Agent — Any corporation, or other legal entity, that enters into a contract with the Agency to receive, process, and adjudicate claims under the Medicaid program.

Fiscal Year — The State of Florida's Fiscal Year starts July 1 and ends on June 30. This may be different than the Agreement Year.

Florida Medicaid Management Information System (FMMIS) — The information system used to process Florida Medicaid claims and payments to Recipients, and to produce management information and reports relating to the Florida Medicaid program. The State uses this system to maintain Medicaid eligibility data and provider enrollment data.

Fraud — An intentional deception or misrepresentation made by a person with the knowledge that the deception results in unauthorized benefit to herself or himself or another person. The term includes any act that constitutes fraud under applicable federal or state law.

Grievance — An expression of dissatisfaction about any matter other than an Action. Possible subjects for Grievances include, but are not limited to, the quality of Transportation Services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee or failure to respect the Medicaid Beneficiary's rights.

Grievance Procedure — The procedure for addressing Medicaid Beneficiaries' Grievances.

Grievance System — The system for reviewing and resolving Medicaid Beneficiary Grievances and Appeals. Components must include a Complaint Procedure, a Grievance Procedure, an Appeal process, and access to the Medicaid Fair Hearing system.

Health Care Professional — A physician or any of the following, including, but not limited to: podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech-language pathologist, audiologist, Registered Nurse or practical Nurse (including nurse practitioner, clinical nurse specialist, certified Registered Nurse anesthetist and certified nurse midwife), a Licensed certified social worker, registered respiratory therapist and certified respiratory therapy technician.

Hospital — A facility Licensed in accordance with the provisions of Chapter 395, Florida Statutes or the applicable laws of the state in which the service is furnished.

Household – Includes all persons residing at a common address.

Information — **(i)** Structured Data: data that adhere to specific properties and Validation criteria that are stored as fields in database records. Structured queries can be created and run against structured data, where specific data can be used as criteria for querying a larger data set; **(ii)** Document: information that does not meet the definition of structured data; includes text, files, spreadsheets, electronic messages, images of forms, and pictures.

Information System(s) — A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange, and/or transmission of information (i.e. structured data, which may include digitized audio and video), and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

Insolvency — A financial condition that exists when an entity is unable to pay its debts as they become due in the usual course of business, or when the liabilities of the entity exceeds its assets.

Institutional Care Program (ICP) Residents – Medicaid Beneficiaries who are eligible for placement in a facility while their eligibility determination is being processed (e.g., nursing home residents, etc.).

Licensed — A facility, equipment, or individual that has formally met State, county, and local requirements, and has been granted a license by a local, State, or federal government entity.

List of Excluded Individuals and Entities (LEIE) — A database maintained by the Department of Health & Human Services, Office of the Inspector General. The LEIE provides information to the public, health care providers, patients and others relating to parties excluded from participation in Medicare, Medicaid, and all other federal health care programs. The LEIE includes the Department of Management Services' List of Excluded Vendors.

Managed Care Organization (MCO) – An organization, either for-profit or not-for-profit, in which an organization, such as an HMO, PSN, or EPO, acts as an intermediary between the Medicaid Beneficiary seeking care and the physician.

Medicaid — The medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq., and regulations there under, as administered in the State of Florida by the Agency under 409.901 et seq., F.S.

Medicaid Beneficiary — Any individual whom Department of Children and Families (DCF) or the Social Security Administration determines is eligible, pursuant to federal and State law, to receive medical or allied care, goods, or services for which the Agency may make payments under the Medicaid program, and who is enrolled in the Medicaid program.

Medicaid Eligibility Vendor System (MEVS) – An entity that provides Medicaid eligibility status to Medicaid providers. A MEVS vendor does not necessarily provide the Non-Emergency Transportation eligibility status of a Medicaid Beneficiary.

Medicaid Reform — The program resulting from Chapter 409.91211, F.S.

Medically Needy – A Medicaid Beneficiary who would qualify for Medicaid but has income or resources that exceed normal Medicaid guidelines. On a month-by-month basis, the State determines the individual's eligibility by subtracting the individual's medical expenses from his/her income; if the remainder falls below Medicaid's income limits, the individual may qualify for Medicaid through the end of the month.

Medically Necessary or Medical Necessity — Services that include medical or allied care, goods, or services furnished or ordered to:

1. Meet the following conditions:
   a. Be necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain;

b. Be individualized, specific and consistent with symptoms or confirm diagnosis of the illness or injury under treatment and not in excess of the patient's needs;

c. Be consistent with the generally accepted professional medical standards as determined by the Medicaid program, and not be experimental or investigational;

d. Be reflective of the level of service that can be furnished safely and for which no equally effective and more conservative or less costly treatment is available statewide; and

e. Be furnished in a manner not primarily intended for the convenience of the Medicaid Beneficiary, the Medicaid Beneficiary's caretaker or the provider.

2. Medically Necessary or Medical Necessity for those services furnished in a Hospital on an inpatient basis cannot, consistent with the provisions of appropriate medical care, be effectively furnished more economically in a Nursing Facility basis or in an inpatient facility of a different type.

3. The fact that a Licensed Health Care Professional has prescribed, recommended, or approved medical or allied goods or services does not, in itself, make such care, goods, or services Medically Necessary, a Medical Necessity, or a Covered Service.

Medicare — The medical assistance program authorized by Title XVIII of the Social Security Act.

Mile/Mileage – Distance that Transportation Providers log for each Medicaid Beneficiary. Mile/Mileage starts at the location that the Transportation Provider picks up the Medicaid Beneficiary and ends at the location at which the Transportation Provider delivers the Medicaid Beneficiary.

Neglect — A failure or omission to provide care, supervision, and/or services necessary to maintain a Medicaid Beneficiary's physical and mental health, including but not limited to, food, nutrition, supervision, medical services, and Transportation Services that are essential for the well-being of the Medicaid Beneficiary. Neglect might be a single incident or repeated conduct that results in, or could reasonably be expected to result in, serious physical or psychological injury, or a substantial risk of death.

No Show – If a Medicaid Beneficiary fails to provide a cancellation notice to the Recipient or a Transportation Provider at least twenty-four (24) hours in advance of a scheduled Trip, or the Medicaid Beneficiary is not available or has decided he/she does not require Transportation Services, then the Recipient shall classify the Medicaid Beneficiary as a No Show.

Non-Covered Service — A service that does not qualify as one of the Recipient's Covered Services.

Non-Emergency Transportation Services Coverage & Limitations Handbook (Handbook) — A document that provides information to a Transportation Provider regarding Medicaid Beneficiary eligibility, claims submission and processing, Transportation Provider participation, covered care, goods and services, limitations,

procedure codes and fees, and other matters related to participation in the Medicaid program.

Nursing Facility — An institutional care facility that furnishes medical or allied inpatient care and services to individuals needing such services. See Chapters 395 and 400, F.S.

Outpatient — A patient of an organized medical facility, or distinct part of that facility (such as a Hospital), whom a facility expects to receive, and who does receive, professional services for less than a twenty-four (24) hour period, regardless of the hours of admission, whether or not a bed is used and/or whether or not the patient remains in the facility past midnight.

Overpayment — Includes any amount that is not authorized to be paid by the Medicaid program whether paid as a result of inaccurate or improper cost reporting, improper claiming, unacceptable practices, Fraud, Abuse, or mistake.

Point of Contact – Ombudsman, customer service center, call center, or other program that receives Complaints from Medicaid Beneficiaries.

Presumptively Eligible Pregnant Women – This program allows staff at County Health Departments (CHDs), Regional Perinatal Intensive Care Centers (RPICCs), and other qualified medical facilities to make a presumptive determination of Medicaid eligibility for low-income pregnant women. This presumptive determination allows a woman to access prenatal care while Department of Children and Families eligibility staff make a regular determination of eligibility.

Prior Authorization — The act of authorizing specific services before they are rendered.

Protocols — Written guidelines or documentation outlining steps the Recipient, Subcontractors (if any), and Transportation Providers must follow when handling a particular situation, resolving a problem, or implementing a plan to provide Transportation Services. Also referred to as "policies and procedures."

Quality — The degree to which a Recipient increases the likelihood of desired health outcomes of its Medicaid Beneficiaries through its structural and operational characteristics and through the provision of Transportation Services that are consistent with current professional knowledge.

Quality Improvement (QI) — The process of monitoring and assuring that the delivery of Transportation Services are available, accessible, timely, and provided in sufficient quantity, of acceptable Quality, within established standards of excellence, and appropriate for meeting the needs of Medicaid Beneficiaries.

Quality Improvement Program (QIP) — The program designed to ensure the delivery of Transportation Services is appropriate, timely, accessible, and available.

Recipient — The entity that has entered into an Agreement with the Agency to provide Non-Emergency Transportation coordination services to Medicaid Beneficiaries.

Road Calls – A call to repair or replace a vehicle while en route to pick up a Medicaid Beneficiary and/or while transporting Medicaid Beneficiaries due to a mechanical or other failure, not the result of an accident (e.g., air conditioning broke requiring a replacement vehicle to complete the driver's route, replacing a flat tire, etc.)

Routine Trips – Medically Necessary Trips that are not urgent in nature (e.g., doctor's appointment for an annual checkup).

Service Area — The designated geographical area within which the Recipient is authorized by the Agreement to furnish Covered Services to Medicaid Beneficiaries.

Service Authorization — The Recipient's approval to render services. The process of authorization must at least include a Medicaid Beneficiary's request for the provision of a service.

Span of Control — Information Systems and telecommunications capabilities that the Recipient itself operates or for which it is otherwise legally responsible according to the terms and conditions of this Agreement. The Recipient's Span of Control also includes Systems and telecommunications capabilities outsourced/Subcontracted by the Recipient.

State — State of Florida.

State Holiday – Includes the following days: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, and Christmas Day.

Subcontract — An agreement entered into by the Recipient and a subcontractor for provision of administrative services on its behalf.

Subcontractor — Any person or entity with which the Recipient has contracted or delegated, by use of a Subcontract, some of its functions, services, or responsibilities for providing Transportation Services under this Agreement.

Surface Mail — Mail delivery via land, sea, or air, rather than via electronic transmission.

Surplus — Net worth, i.e., total assets minus total liabilities.

System Unavailability — As measured within the Recipient's Information Systems Span of Control, when a system user does not get the complete, correct full-screen response to an input command within three (3) minutes after depressing the "Enter" or other function key.

Systems — See Information Systems.

Temporary Assistance for Needy Families (TANF) — Public financial assistance provided to low-income families.

Transportation — An appropriate means of conveyance furnished to a Medicaid Beneficiary to obtain Medicaid compensable services.

Transportation Provider – A person or entity that is eligible to provide Medicaid Transportation Services and has a contractual agreement with the Recipient or Subcontractor to provide Medicaid Transportation Services. A Transportation Provider must be Licensed in accordance with the applicable
laws of the State in which it furnishes Transportation Services. A Subcontractor may act as a Transportation Provider.

Transportation Provider Agreement — An agreement between the Recipient or Subcontractor and a Transportation Provider as described above.

Transportation Record — Documents corresponding to Transportation Services furnished by the Recipient. The records may be on paper, magnetic material, film, or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible, and signed or otherwise attested to, as appropriate to the media.

Transportation Services – See "Covered Services."

Trip –Transport of a Medicaid Beneficiary one way, from pickup to destination for the purpose of receiving Medicaid compensable services.

Urgent Care — Services for conditions, which, though not life-threatening, could result in serious injury or disability unless medical attention is received (e.g., high fever, animal bites, fractures, severe pain, etc.) or substantially restrict a Medicaid Beneficiary's activity (e.g., infectious illnesses, flu, respiratory ailments, etc.), require Transportation Services to medical services in which advance scheduling is not possible (e.g., sudden illness, an accident, or follow up laboratory work or tests), or Hospital/facility inpatient or outpatient discharges after normal business hours.

Urgent Trip – A Trip relating to:
(1) Urgent Care;
(2) Hospital/facility inpatient and outpatient discharges; and
(3) Emergency room discharges.

Validation — The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis.

Violation — A determination by the Agency, in its sole discretion, that the Recipient, or one of the Recipient's Subcontractors or Transportation Providers, failed to act as specified in this Agreement or applicable statutes, rules, or regulations governing Medicaid Vendors. The Agency shall consider each day that an ongoing Violation

continues, for the purposes of this Agreement, to be a separate Violation. In addition, the Agency shall consider each instance of failing to furnish necessary and/or required Transportation Services to Medicaid Beneficiaries, for purposes of this Agreement, to be a separate Violation. As well, the Agency shall consider each day that the Recipient, or one of the Recipient's Subcontractors or Transportation Providers, fails to furnish necessary and/or required Transportation Services to Medicaid Beneficiaries, for purposes of this Agreement, to be a separate Violation.

Will Call – A scheduled Trip that could not be fulfilled within the timeframes of this Agreement leading to the Transportation Provider making an unscheduled Medicaid compensable Trip. Example – a Medicaid Beneficiary notifies the Transportation Provider that a doctor is running later than originally scheduled and asks to reschedule his or her Trip to his or her destination. When the Medicaid Beneficiary notifies the Transportation Provider that he or she is ready for pick up, the Transportation Provider puts in a Will Call pick up order to its driver to pick up the Medicaid Beneficiary and take him or her to his or her destination.

B. Acronyms

AHCA –Agency for Health Care Administration
ALF — Assisted Living Facility
ALS – Advanced Life Support
BLS – Basic Life Support
CAP — Corrective Action Plan
CFR — Code of Federal Regulations
CTAA – Community Transportation Association of America
DCF — Department of Children & Families
DHHS — United States Department of Health & Human Services
DJJ — Department of Juvenile Justice
EDI — Electronic Data Interchange
EQR — External Quality Review
EQRO — External Quality Review Organization
FAC — Florida Administrative Code
FTE — Full Time Equivalent Position
HCBS – Home and Community Based Services Waiver
HIPAA — Health Insurance Portability & Accountability Act
LCB – Local Coordinating Board
LEIE — List of Excluded Individuals & Entities
MCO – Managed Care Organization
MFCU – Medicaid Fraud Control Unit of the Florida Attorney General's Office
MPI – Bureau of Medicaid Program Integrity, a part of the Agency
NET – Non-Emergency Transportation services
ODBC — Open Database Connectivity
PM – Performance Measure
PRTS – Purchased Residential Treatment Services
QI – Quality Improvement
QIP — Quality Improvement Program
RHC — Rural Health Clinic

SAMH – Substance Abuse & Mental Health District
SFTP — Secure File Transfer Protocol
SOBRA — Sixth Omnibus Budget Reconciliation Act
SQL — Structured Query Language
SSI — Supplemental Security Income
UM — Utilization Management

ATTACHMENT 9

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

E-VERIFY ACKNOWLEDGEMENT

Vendor Name:	Escambia County Board of County Commissioners
Vendor FEIN:	5963000598
Address:	221 Palafox Place, Pensacola, FL 32502
Phone Number:	850-595-4900
Email Address:	admin@myescambia.com

Vendor acknowledges and agrees to the following:

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the vendor during the term of the contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employees unauthorized aliens, such violation shall be cause for unilateral cancellation of any contracts with the Commission.

Signature:	
Print Name and Title:	Jack R. Brown, County Administrator
Date:	

Witness

Witness

Jan. 2013

Approved as to form and legal sufficiency.

By/Title:

Date: 6/13/14

ATTACHMENT 10

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

VENDOR CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Vendor Name: Escambia County Board of County Commissioners

Vendor FEIN: 5963000598

Address: 221 Palafox Place, Pensacola, FL 32502

Phone Number: 850-595-4900

Email Address: admin@myescambia.com

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

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

(2) If any funds other than Federal or state 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 or state legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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 $11,000 and not more than $110,000 for each such failure.

Signature: _____

Print Name and Title: Jack R. Brown, County Administrator

Date: _____

Jan. 2013

Witness _____ Witness _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/13/14

ATTACHMENT 11

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Vendor Name:	Escambia County Board of County Commissioners
Vendor FEIN:	5963000598
Address:	221 Palafox Place, Pensacola, FL 32502
Phone Number:	850-595-4900
Email Address:	admin@myescambia.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services for $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Signature:	
Print Name and Title:	Jack R. Brown, County Administrator
Date:	

Witness

Witness

Approved as to form and legal sufficiency.

By/Title:

Date: 6/13/14

Jan. 2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6338 **County Administrator's Report 13. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Federal Transit Administration (FTA) Bus and Facilities Program; Grant 5310
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Transit Administration Bus and Facilities Program: Grant 5310 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5310:

A. Accept the increase of the Grant Award from $360,000 to $384,563;

B. Approve the increased 10% required matching funds from $36,000 to $38,456, in the amount of $2,456; and

C. Authorize the Chairman to sign all other required documents pertaining to acceptance and expenditure of Grant funds, including Notification of Grant Award (NOGA) and electronic document filing, pending Legal approval and sign-off, without further action of the Board.

[Funding: An additional amount of $2,456 is required from Local Option Sales Tax III (Fund 352)]

BACKGROUND:

Meeting in regular session on January 2, 2014, the Board of County Commissioners authorized the General Manager of Escambia County Area Transit to apply for the 5310 Grants totaling $360,000 (with a $36,000 match) for the purchase of six ADA replacement vehicles. The first grant award was $80,000 and the second grant award was $280,000. The General Manager submitted the applications, and has been advised by the Florida Department of Transportation that Escambia County will receive an additional $24,563. Now the first grant award is $104,563 and the second grant award is $280,000, for a total of $384,563.

The FTA requires that local government match 10% of the grant award. At the BCC meeting on January 2, 2014, the Board also approved the required match amount in the amount of $36,000. Due to the increase in the grant award, the BCC will need to approve an increase in the required match amount from $36,000 to $38,456, which is a total of $2,456. The funds will come from Local Option Sales Tax (Fund 352).

Meeting in regular session on June 3, 2014, the BCC approved a budget amendment for the first grant award in the amount of $94,107, with a required match of $10,456 from LOST funds for a total of $104,563. The Office of Management and Budget has a supplemental budget amendment on the June 26, 2014, agenda for the second grant award in the amount of $252,000, with a required match of $28,000 (also from Local Option Sales Tax (Fund 352)), for a total of $280,000. The combined total of the grant awards is $384,563, with a required total match of $38,456.

BUDGETARY IMPACT:

An additional $2,456 of required match funds from Local Option Sales Tax (Fund 352).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

ECAT personnel will coordinate with the Chairman, FTA, FDOT, Legal, and Transportation and Traffic Operations staff on all necessary activities covered by this grant application.

Attachments

BCC Action 010214

Signed App

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/2/2014 CAR II-16

RESOLUTION NUMBER R2014-5

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5310.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this 2nd day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Date Executed

1-3-2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/11/13

Verified By: D Harris
1/3/2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5443 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Grant Application for Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5310
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Grant Application for Federal Transit Administration Bus and Facilities Program: Grant 5310 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5310 funding (Federal Transit Administration [FTA] urbanized area funding), to be used by Escambia County for the purchase of six Americans with Disabilities Act (ADA) buses:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964;

B. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: The FTA requires that 20% of the Grant amount be matched by local government. FDOT will match 10% of the Grant amount, which leaves a 10% match ($36,000) for Escambia County]

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet. Eleven of those manufactured between 2001 and 2006 have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at

five years and/or 200,000 miles. This Application will allow Escambia County to add rolling stock and to begin replacing vehicles as Grant money is available, and will serve as part of the Capital Replacement Plan for the paratransit vehicles.

BACKGROUND:

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet, 11 of those manufactured between 2001 and 2006, which have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This
application will allow Escambia County to add rolling stock and to begin replacing vehicles as grant money is available, and will serve as part of the capital replacement plan for the paratransit vehicles.

Estimated Program of Projects:	
4 Paratransit/American with Disabilities Act (ADA) Bus Replacements @ $70,000 each	$280,000
2 Paratransit/American with Disabilities Act (ADA) Bus Replacements @ $40,000 each	$ 80,000
Total Budget	$360,000

This proposed/estimated Program of Projects, including any amendments, becomes the final Program of Projects upon approval by the Board of County Commissioners.

Meeting in regular session on June 20, 2013, the BOCC approve staff to submit the Grant Application for FTA Bus and Facilities Program: State of Good Repair Grant Funding for Replacement of 15 Paratransit Vehicles for Escambia Area Transit. These 15 buses will constitute the beginning of Escambia County's rolling stock, necessary for the County to become the Community Transportation Coordinator and/or the ADA Provider. These buses, and the six being requested herein, will be owned and maintained by Escambia County, acting as the CTC and/or the ADA, and will be used by Pensacola Bay Transportation, LLC, at least through June 30, 2014.

The FDOT 5310 Grant allows for the purchase of buses as needed, as well as providing funds for other facilities associated with transportation needs (scheduling software, bus shelters, security cameras, up-to-date GPS programs, etc.) This year, expenditure of the 5310 Grant funds will focus on buses. Should we be granted
these funds, Escambia County will take delivery of 21 buses soon, which means that future applications for the 5310 Grant will focus on the purchase of one bus per year, in order to allow us to keep the rolling stock current, and on other items as listed above.

BUDGETARY IMPACT:

The FTA requires that 20% of the grant amount be matched by local government. Florida's Department of Transportation will match 10% of the grant amount, which leaves a 10% match ($36,000) for Escambia County. It is anticipated that the $36,000 will come from Local Option Sales Tax funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT and Transportation and Traffic Operations staff on all necessary funding activities covered by this grant application.

Attachments

Resolution
Application Info
Vehicle Replacement Plan

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5310.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this _____ day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/9/13

2014

U.S.C. Section 5310

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

5310

OPERATING AND CAPITAL ASSISTANCE APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSIT OFFICE

Table of Contents

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Introduction

This application manual pertains to applications for Federal assistance under U.S.C. Section 5310, Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, as administered by the Florida Department of Transportation (FDOT.) It contains program information, application forms, exhibits, certifications & assurances, and instructions.

General Program Information / Requirements

Program Administration. The Federal government allocates funds to the State of Florida each year for the Section 5310 Program. FDOT has been designated by the Governor to administer the program. FDOT is responsible for the following services but, at its discretion, may contract with a service provider to perform these services.

1. announcement of funding availability;
2. selection of projects for funding according to approved selection criteria;
3. development and processing of agreements;
4. oversight of recipient procurement actions;
5. oversight of recipient compliance with State and Federal requirements; and
6. provision of technical assistance regarding the Section 5310 Program.

Authorizing legislation for the program is shown in the Glossary of this manual under "authorizing Federal and State Legislation."

The Federal goal of the Section 5310 Program is to provide assistance in meeting the needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

Application Deadlines. Application deadlines vary from District to District but usually fall between December and February each year. FDOT District Offices evaluate grant applications within their respective districts and, thereafter, submit Programs of Projects (POP) to the FDOT Central Office. The Central Office compiles POPs from the various Districts and submits a statewide grant application for Federal funds to the Federal Transit Administration (FTA) by April 1 of each year. The statewide application is usually approved by FTA by July 1 of each year. The appropriation for State funds to match Federal funds is approved by the State Legislature for implementation on July 1 of each year. Once Federal and State funds are available, Districts may make grant awards. (See "Grant Award Process"). At least 55% of the available funding will be awarded to capital projects. The Department reserves the right to increase that percentage up to 100% of project selections as capital, as deemed best suited to meet the mobility needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

Grant Application Evaluation Criteria. Unless there is sufficient funding in a District to cover all eligible requests, District Offices will use the following criteria to evaluate applications.

A. Service efficiency and effectiveness: This is demonstrated by the usual daily hours of eligible service and vehicle occupancy. The emphasis is on the normal hours that agency vehicles are in service, not the hours the applicant is open for business. Applicants providing transportation service for more hours and with fuller vehicles will be ranked higher. The applicant's use of current vehicles (including mileage and maintenance practices) will be considered in the review and ranking.

B. Extent to which the community at large is served by the applicant: Applicants serving the highest community needs through social service agencies and providing the most trips to elderly and disabled

passengers will be ranked higher.

C. Extent to which elderly persons and persons with disabilities are served: Applicants that maximize transportation benefits to elderly persons and persons with disabilities in their community will be evaluated on the percentage of total riders/passengers served that are elderly and/or disabled. Those serving the highest percentage will be ranked higher.

D. Need: Applicants that can demonstrate they serve, or propose to serve, the largest number of eligible passengers, and have the most urgent financial needs will be ranked higher. FDOT has a goal to preserve transportation infrastructure; therefore, maintaining current levels of service may be deemed a higher priority/need than expanding into new services or expanding service area coverage. A detailed explanation of the need and evidence of the need are required.

E. Fiscal and managerial capability: Applicants with well-documented budgets and good fiscal capability demonstrated by the correctness and completeness of their application, by prior audits, proper maintenance of vehicles as demonstrated by miles at replacement, and previous timeliness and accuracy of required reports, will be ranked higher.

F. Prior Performance: Applicants who have a history of meeting contractual obligations and maintenance requirements for Section 5310 vehicles will be ranked higher. New applicants will not be penalized for having little or no history with FDOT, but previous applicants will be penalized for poor past performance.

Threshold Criteria

Threshold criteria are the minimum legal eligibility requirements. Applications must be for eligible services, eligible service areas, eligible recipients, eligible expenses, and provide evidence of local matching funds. Applicants must also ensure compliance with a number of other conditions placed on recipients of grants including, but not limited to, coordination of transit services, civil rights preservation, vehicle maintenance requirements, compliance with safety and drug free work place regulations, competitive procurement of goods and services bought with grant funds, Americans with Disabilities Act and references to the Federal Transit Administration's Master Agreement (**http://www.fta.dot.gov/documents/17-Master.pdf**).

Eligible Recipients. For the Section 5310 Program, funds may be awarded to public agency Community Transportation Coordinators (CTC's), private-non-profit CTC's, and to private non-profit organizations providing transportation to elderly persons and/or persons with disabilities under a coordination agreement with a CTC. When the CTC is a private for-profit agency, the designated official planning agency responsible for designating the CTC may apply for Section 5310 funds, then sub-contract with the CTC for provision of service. Recipients must be either a CTC or providing service under the terms of a written agreement with a CTC. Agencies must keep their CTC Agreements current and in force at all times when receiving an award under the Section 5310 Program.

Legal Authority and Fiscal & Managerial Capability. Section 5310 applicants must have the legal authority and fiscal/managerial capability to apply for Federal assistance. Applicants are required to have sufficient local funds for match requirements (see below) and for maintenance and operation of vehicles/equipment. Failure to properly manage, maintain, and operate vehicles/equipment could jeopardize existing and future grants and may result in the removal of vehicles/equipment.

Eligible Expenses. Section 5310 funds may be used for the capital and/or operating expense of transportation services to elderly persons and/or persons with disabilities. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, vehicle overhaul, data processing hardware/software, other durable goods such as spare components with a useful life of more than one (1) year and a per unit cost over $300,

initial installation costs, vehicle procurement/testing, vehicle inspection and vehicle preventative maintenance, operating costs associated with providing transit service, costs associated with transit service that exceeds the requirements of the Americans with Disabilities Act of 1990, projects that improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit, and alternative to public transportation that assist seniors and individuals with disabilities with transportation. An applicant applying for preventative maintenance costs must have a District approved maintenance plan and a cost allocation if activities are performed in house. The Federal share for eligible capital expenses may not exceed eighty percent (80%).

Ineligible Expenses. Ineligible expenses include expenses associated with preparation of grant applications, project planning, administration, and extended warranties; expenses incurred prior to Federal and State approval of a grant application; expenses incurred prior to the execution of a grant award; and expenses incurred prior to the Department's approval of plans, specifications, and third party contracts for vehicles/equipment to be purchased with Section 5310 funds.

Matching funds for Section 5310 Capital Assistance. Applicants may not borrow funds to use as match nor may they place liens on Section 5310-funded vehicles or equipment. The breakdown of funding for the Section 5310 Grant program is 80/10/10 for capital projects, meaning the Federal share of eligible capital costs may not exceed 80% of the total award. State funds may support up to 10% of eligible capital costs with the remaining 10% being supported by a local match. At the time an order is placed for vehicles/equipment, the applicant is required to provide a purchase order for its 10% local match to be paid to the vendor. The required 10% local match must be paid at the time of time of delivery.

Matching funds for Section 5310 Operating Assistance. The Section 5310 federal share of eligible operating expenses may not exceed 50%. Some combination of state, local, or private funding sources must be identified and committed to provide the required non-federal share. The non-federal share may be cash, or in kind. Funds may be local, private, state, or (up to one half) unrestricted Federal funds. Funds may not include any borrowed against the value of capital equipment funded in whole or in part by State and/or Federal sources.

The Section 5310 Program permits up to one half the required match to be derived from other unrestricted Federal funds. Federal funds are unrestricted when a Federal agency permits its funds to match Section 5310. Essentially, all Federal Social Service Programs using transit services are unrestricted; other USDOT Programs are not.

Contract revenue from the provision of transportation services to social service agencies may also be used as local match. The costs associated with providing the contract revenue service must be included in the project budget if using contract revenue as match.

Non-cash items such as donations of goods or services, volunteered services, or in-kind contributions are eligible to be counted towards the local match only if the value of such is formally documented, supported and pre-approved by the District Office. Any funds committed as match to another Federal program may not be used to match Section 5310 funds. Operating assistance funds will be awarded through a joint participation agreement with the Department.

Americans with Disabilities Act (ADA). Applicants shall comply with the Americans with Disabilities Act, (ADA) of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; U. S. DOT regulations, Transportation Services for Individuals with Disabilities (ADA)" at 49 CFR Part 37; and FTA regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.

Administrative requirements. Applicants shall supply the appropriate Regional Planning Council (RPC)/local clearinghouse agency (see Appendix) a copy of its application for Federal Assistance. Each

applicant shall request the RPC/Clearinghouse to provide a letter of approval of the application to the appropriate FDOT District Office. Copies of correspondence to the RPC/Clearinghouse agency should be contained in the grant application.

First time private-non-profit applicants must attach a Certificate of Incorporation to their application.

Section 5310 projects located in an urbanized area or within a metropolitan area planning boundary must be listed in the Transportation Improvement Program/Biennial Element (TIP/BE) of the respective urbanized area. Although applications for such projects may be accepted by the FDOT District Office prior to their listing in a TIP/BE, a grant award will not be final for such projects until all administrative requirements are completed, including being listed in the appropriate TIP/BE.

Use of Section 5310-funded vehicles or equipment. Section 5310-funded vehicles/equipment must be used in the small urbanized or rural area for which was awarded to transport the elderly and disabled. They may be used to provide transportation to employment, medical care, education, shopping, socialization, etc. Incidental use of vehicles as cargo carriers (i.e. meals on wheels), and work vehicles (i.e. carrying crews and equipment from site to site and/or standing idle between work sites) is permitted as long as it does not interfere with the primary use of the vehicle(s). In such cases, the number of vehicles requested in an application must be justified by the number of people transported -- not meal delivery or tool handling requirements. The need and planned use of the requested vehicles must be detailed in the Proposed Project Description (Exhibit B).

Lease of vehicles. Vehicles purchased with Section 5310 funds may be leased to local public bodies or agencies, non-profit agencies, or private-for-profit operators only for the services identified in the grant application. The lease between the applicant and the lessee shall contain the terms and conditions that must be met in providing transportation service to the elderly and persons with disabilities, and must be approved by the appropriate FDOT District Office. When vehicles are operated by an agency other than the one named as applicant in the grant application, control and responsibility for the operation of the vehicles remains with the applicant.

Small urbanized vs. rural areas. Small urbanized areas are those with populations between 50,000 and 199,999. To be considered rural, an area will have population under 50,000.

Grant Award Process

To notify an applicant (recipient) approved by FDOT for an award, FDOT will send a "Notice of Grant Award" to the recipient with instructions to sign and return it to the Department. (See sample notice in the Appendix.) Thereafter, the agency will contact the FDOT Contractor to arrange for purchase of vehicles/equipment. A signed Notice of Grant Award is a legally binding agreement.

By signing a Notice of Grant Award grant recipients agree to comply with all applicable requirements as contained in U.S.C. 49 Section 5310 of the Federal Transit Act of 1991, as amended. This is accomplished by ensuring adherence with all federally-required certifications and assurances made in Exhibits F and Exhibit G. Grant applicants/recipients must also make certain assurances and certifications to FDOT, as provided in Exhibit H. Additionally, grant recipients will be required to report to FDOT and FTA certain performance measures as determined by FTA.

General Instructions on Forms, Certifications, and Exhibits

Each form, exhibit, and certification provides FDOT with information it must have to make required assurances to the Federal government or to make decisions on project selection. It is important that each required form, exhibit, and certification be complete and correct. Applicants should be aware that there are criminal sanctions for furnishing false information in order to obtain federal grants (18 U.S.C. 1001).

The **original** application should be prepared on white, 8.5 X 11" paper and securely clipped (no binders or dividers, please) and submitted to the appropriate FDOT District Office, as shown in the Appendix of this manual. Each District Office requires at a minimum one (1) original and additional copies, as determined by the District, to be submitted. **Application forms, resolutions, exhibits, and certifications should be arranged in the order listed in the "Checklist for Application Completeness", as provided in this manual, to assure the application is complete.** Incomplete, illegible, or unsigned applications may be rejected.

The **original** application must be accompanied by the required **cover letter** and **two (2) fully-executed Resolution** forms (see Appendix for sample), which includes minimum required language, from the applicant's governing board. Resolutions should authorize 1) submission of the application; 2) signing of the application and certifications/assurances by a designated individual; 3) acceptance of the grant award by the designated individual; and 4) be printed on company letterhead.

All signatures should be in blue ink by the individual designated by the governing board of the applicant agency. Blue ink distinguishes an original signature from a photocopy. Only original signature resolutions, applications, and acceptance of grant awards are acceptable. The additional copies, if required by the District Office, may be photocopies.

Questions regarding Section 5310 applications or the application process should be directed to the FDOT District Office in the applicant's service area, as shown in the Appendix of this manual.

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PART A

APPLIES TO ALL APPLICATIONS

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PART A

APPLIES TO ALL APPLICATIONS

Grant Application Instructions.

The standard Application for Federal Assistance (Form 424) must be filled out in its entirety for Section 5310 applications, and for the local clearinghouse submission. The standard form is located on the next page of this manual. It can also be found on the Internet in an interactive Adobe format at http://www.dot.state.fl.us/transit/Pages/Form_424.pdf.This form must be used for **ALL** applications.

No pre-application process is used in this program; therefore, all submissions are applications.

The code assigned to the Section 5310 Program in the Catalog of Federal Domestic Assistance is 20.513. This code should be shown in Section 10 of the form followed by the title: "Formula Grants for the Enhanced Mobility of Seniors and Persons with Disabilities Program."

Executive Order 12372 requires a review of all Federal grants to ensure compliance with the local and state planning process. Therefore, prior to submission of an application to the FDOT District Office, copies of the application must be submitted to the appropriate **Local** Clearinghouse/Regional Planning Council (See Appendix). The appropriate clearinghouse agency should be contacted to determine the number of copies required for local review.

Letters from the local clearinghouse supporting the application must be submitted to the District Office before a Section 5310 Award can be made.

NOTE: **Applicants for Section 5310 Assistance should send their applications to the LOCAL CLEARINGHOUSE/REGIONAL PLANNING COUNCIL; NOT TO THE STATE CLEARINGHOUSE.**

AGENCIES APPLYING ONLY FOR OPERATING ASSISTANCE: Standard Form 424 should cover only the Operating Assistance being applied for by the applicant.

AGENCIES APPLYING ONLY FOR CAPITAL ASSISTANCE: Standard Form 424 should cover only the Capital Assistance being applied for by the applicant.

AGENCIES APPLYING FOR BOTH OPERATING AND CAPITAL ASSISTANCE: Standard Form 424 should cover both Operating Assistance and Capital Assistance being applied for by the applicant.

Form 424

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

APPLICATION FOR FEDERAL ASSISTANCE — Version 7/03

1. TYPE OF SUBMISSION:	
Application – *place an x in the box* [ ] construction [ ] non-construction	Pre-application – *place an x in the box* [ ] construction [ ] non-construction
2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION	
Legal Name:	Organizational Unit:
	Department:
Organizational DUNS:	Division:
Address:	Name and telephone number of person to be contacted on matters involving this application (give area code)
Street:	Prefix: First Name:
City:	Middle Name:
County:	Last Name:
State: Zip Code	Suffix:
Country:	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: *(Replace these boxes with numerals)* □□- □□□□□□□.	Phone Number (give area code)
	Fax Number (give area code)
8. TYPE OF APPLICATION: □ New □ Continuation □Revision If Revision, enter appropriate letter(s) in box(es) □ □ (See back of form for description of letters.) Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: *(Replace these boxes with numerals)* □□□ -□□□□ TITLE (Name of Program):	9. NAME OF FEDERAL AGENCY:
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF:
Start Date: / Ending Date:	a. Applicant / b. Project

15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$	.00	a. Yes. □ THIS PREAPPLICATION /APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
b. Applicant	$	.00	DATE:
c. State	$	.00	b. No. □ PROGRAM IS NOT COVERED BY E. O. 12372.
d. Local	$	.00	□ PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
e. Other	$	.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
f. Program Income	$	.00	□ Yes. If "Yes" attach an explanation. □ No
g. TOTAL	$	.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. Authorized Representative		
Prefix:	First Name:	Middle Name:
Last Name:		Suffix:
b. Title:		c. Telephone Number (give area code)
d. Signature of Authorized Representative:		e. Date Signed:

Previous Edition Usable. Authorized for Local Reproduction. Standard Form 424 (Rev.9-2003); Prescribed by OMB Circular A-102

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

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Form B-2: Operating & Administrative Revenues	17

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues; Calculation of Grant Request

Information regarding the applicant's **transportation-related** operating and administrative expenses and revenues must be provided with the application for Operating Assistance. Forms B-1 and B-2, as provided in this manual, should be used for this purpose. Form B-1 provides space for the applicant to show operating and administrative expenses of the service operated/contracted by the applicant. Form B-1 also provides space to calculate a grant request. However, the grant request cannot be completed until Form B-2 is completed. Form B-2 provides space for the applicant to show the sources of revenue proposed to pay for the expenses shown in Form B-1.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency for the proposed project as projected for the year the Section 5310 Grant Award is to be used. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5310 Assistance is requested by the applicant for use in FY 2014/2015.

INSTRUCTIONS FOR COMPLETING FORM B-1.

Applicants should complete both the "Total Expense" and "FTA Eligible Expense" columns of Form B-1. In completing the form, Community Transportation Coordinators (CTCs) may use expense information from the budget in their most current Transportation Disadvantaged Service Plan (TDSP). The "Total Expense" column should show all operating and administrative expenses associated with the proposed transportation service. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "FTA Eligible Expense" column should include only those expenses that are eligible under FTA rules for service provided in non-urbanized areas. This means, for example, that expenses for charter service, school bus service, transportation service not open to the general public, service exclusively inside an urbanized area, depreciation expense, and other ineligible expenses would not appear in the "FTA Eligible Expense" column.

After completing the expense columns on Form B-1, applicants should next complete Form B-2 (see instructions below.)

Note: In completing Form B-1 and B-2, applicants serving both small urban and rural areas should use the same mechanism for segregating small urban and rural expenses as they do for segregating small urban and rural revenues. (See "Services Across Urbanized / Non-urbanized Area Boundaries" shown under "Threshold Criteria" in this manual.)

INSTRUCTIONS FOR COMPLETING FORM B-2.

Applicants should complete both the "Total Revenue" and "Revenue Used as FTA Match" columns of Form B-2. In completing Form B-2, CTCs may use revenue information from the budget in their most current TDSP. The "Total Revenue" column should show all revenues used to pay for the expenses shown in Form B-1, as noted previously. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "Revenue Used as FTA Match" column separates total revenues from revenues accepted by FTA as match. This includes revenues in object codes 410, 411, 412, and 430. It also includes revenues in object code 413 EXCEPT for any FTA or other USDOT funds. In other words, FTA or other USDOT revenues should be deducted from the amount shown in object code 413 in the "Total Revenue" column, and the balance should be shown in the "Revenue Used as FTA Match" column.

Next, both columns should be totaled and the total of (b) "Total Rural Passenger Fares" (401) and (e) "Grand Total Revenues" transferred to the grant request section of Form B-1.

INSTRUCTIONS FOR COMPLETING THE GRANT REQUEST ON FORM B-1.

To calculate the grant request on Form B-1:

- Enter the total (a) from the FTA Eligible Expense column of Form B-1.
- Enter the rural passenger fare revenue (b) from the <u>first</u> row of Form B-2 (object Code 401- rural revenue).
- Subtract the passenger fare revenue (b) from the FTA Eligible Expense (a) to determine the operating deficit (c).
- Complete the Section 5310 request (d). Applicants may request no more than 50% of the operating deficit. Total revenues may not exceed total costs. Therefore, it may be necessary to adjust the Section 5310 request to an amount less than 50% of the deficit calculated.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant:

_____

State Fiscal period from _____ to _____

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	$	$
Fringe and Benefits (502)		
Services (503)		
Materials and Supplies (504)		
Vehicle Maintenance (504.01)		
Utilities (505)		
Insurance (506)		
Licenses and Taxes (507)		
Purchased Transit Service (508)		
Miscellaneous (509)		
Leases and Rentals (512)		
Depreciation (513)		
TOTAL	$	$ (a)

SECTION 5310 GRANT REQUEST

Total FTA Eligible Expenses (from Form B-1, above) $_____ (a)

Rural Passenger Fares (from Form B-2) $ _____ (b)

Operating Deficit $_____ (c)
[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)]

Section 5310 Request $ _____ (d)
(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) $_____ *(e)

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5310 Request (d) by that amount.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-2
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE REVENUES

Name of Applicant: _____

State Fiscal period from _____ **to** _____

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	**Total= $** **Rural =$** **(b)**	
Special Transit Fares (402)		
School Bus Service Revenues (403)		
Freight Tariffs (404)		
Charter Service Revenues (405)		
Auxiliary Transportation Revenues (406)		
Non-transportation Revenues (407)		
Total Operating Revenue	**$**	**$**
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)		
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)		
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)		
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	**$**	**$**
GRAND TOTAL ALL REVENUE	**$**	**$** **(e)**

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

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PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues

Information regarding the applicant's **transportation-related** operating and administrative expenses and revenues must be provided with the application. Forms C-1 and C-2 are included in this manual for that purpose. These forms should provide information about operating and administrative expenses of the vehicles or service operated/provided by the applicant, as described in Exhibits A and B of the application, and information about the sources of revenue used to pay for these expenses.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC Manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency as projected for the year the Section 5310 Grant Award is requested. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5310 Assistance is requested by the Agency for use in FY 2014/2015.

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

FORM C-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant: _____

State Fiscal period from _____ **to** _____

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$
Fringe and Benefits (502)	
Services (503)	
Materials and Supplies (504)	
Vehicle Maintenance (504.01)	
Utilities (505)	
Insurance (506)	
Licenses and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$

FORM C-2
OPERATING and ADMINISTRATIVE REVENUES

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	$
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	$
GRAND TOTAL ALL REVENUE	$

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Current Vehicle and Transportation Equipment Inventory Form

Applicants must complete the "Current Vehicle and Transportation Equipment Inventory" (Form C-3), as shown in this manual. The form must include a current list of all vehicles and equipment used by the applicant to transport individuals, including those bought in previous years with Federal funds; those bought with other than Federal funds; those now on order; and those to be ordered with grant awards made in previous years. All columns of the form must be completed. An asterisk (*) should be placed next to the model year of vehicles to be replaced with the grant being applied for with this application. Vehicles can only be listed as "replacement" once. If a replacement award is given for a vehicle, that vehicle cannot be listed for replacement again. Vehicles operated by the applicant's contractor or lessee should also be identified, and the name of the contractor/lessee shown in Exhibit B of the application.

Capital Request Form

Applicants must complete the "Capital Request", Form C-4, provided in this manual. The upper part of the form (vehicle requests) covers vehicles; the lower (equipment requests), covers other capital equipment such as radios, computer software, computer hardware, etc.

The applicant should not complete the "GMIS Code" on the form but should provide enough information about the desired vehicle(s)/equipment to enable FDOT to complete the Code in accordance with FTA requirements.

NOTE: In the case of vehicles, applicants should be sure to indicate whether the new vehicle is to replace (R) an older vehicle or expand (E) the fleet by buying a new vehicle. The length of the vehicle, the number of passenger seats & wheelchair positions, lift or ramp, and the type of fuel is also important because this affects the cost (applicants will be required to pay the difference if diesel vehicles are requested). The make of the vehicle should not be shown on the form.

Applicants should refer to "What's on the Market", located in the Appendix, to identify the most appropriate vehicle type for its needs, and the estimated cost. The appropriate FDOT District Office or the Center for Urban Transportation Research (see "What's on the Market") may be contacted for assistance.

CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Applicant: _____ **Date of Inventory:** _____

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)

(a) Applicants must use this form.
(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.
(c) For example, Ford 22' bus; Dodge converted van.
(d) Show FDOT control number and VIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.
(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.
(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

NOTE: **Those requesting replacement vehicles, please identify the year the vehicle(s) were purchased.**

CAPITAL REQUEST FORM

VEHICLE REQUEST

GMIS Code (This column for FDOT use ONLY)	R or E (a)	Number requested	Description (b) (c) www.tripsflorida.org	Estimated Cost
11.__.__				
11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

EQUIPMENT REQUEST (c)

11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. Do not show the Make. For example, 22' gasoline bus with lift, 12 amb. seats, 2 w/c positions (due to the higher cost of diesel vehicles the applicant shall be required to pay the difference in cost over that of a gasoline vehicle).

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $_____+ EQUIPMENT SUBTOTAL$ _____ = $ _____ (x).

(x) X 80% = $ _____ [Show this amount on Form 424 in block 15(a)]

Checklist for Application Completeness

Name of Applicant: _____

Check One: First Time Applicant: _____ Previous Applicant: _____

The following must be included in the Section 5310 Grant application in the following order:

_____ This checklist

_____ Applicant's cover letter (use FDOT provided cover letter)

_____ Two (2) copies of the governing board's Resolution

_____ Exhibit A-1: Fact Sheet

_____ Application for Federal Assistance (Form 424, Code 20.513)

_____ Operating and Administrative Expense and Revenue Form

_____ Current Vehicle and Transportation Equipment Inventory Form

_____ Capital Request Form

_____ Exhibit A: Current System Description

_____ Exhibit B: Proposed Project Description

_____ Exhibit C: Public Hearing Notice and Publisher's Affidavit (for public agencies only)

_____ Exhibit D: Coordination

_____ Exhibit E: Single Audit

_____ Exhibit F: Federal Certifications and Assurances

_____ Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

_____ Exhibit H: Applicant Certification and Assurance to FDOT

_____ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP)

Date application was submitted to Local Clearinghouse/Regional Planning Council: _____
(send one (1) copy of letter received from the Local Clearinghouse/RPC to FDOT)

Additional documents required for first-time applicant (if a private-non-profit agency)

_____ Copy of Certification of Incorporation

EXHIBITS

(TO BE INCLUDED IN ALL APPLICATIONS)

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B – Proposed Project Description	20
C - Public Hearing	29
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E – Single Audit	30
F – Federal Certifications and Assurances	31
G – Certification of Equivalent Service (Non-Accessible Vehicles)	32
H – Applicant Certification and Assurance to FDOT	33
K – Coordinate Public Transit-Human Services Transportation Plan	34

EXHIBIT A - Not to exceed two (2) pages

Current System Description

Applicants must submit Exhibit A as part of their application. Exhibit A should provide a short description of who the applicant is and what services they provide. It is requested that applicants in District 2 provide the System Description in a question/answer format. The following information shall be included in the narrative in a detailed manner:

1. An overview of the organization including its mission, program goals and objectives
2. Organizational structure, type of operation, number of employees, and other pertinent organizational information
3. Who is responsible for insurance, training and management, and administration of the agencies transportation programs
4. Who provides maintenance
5. Number of transportation related employees
6. Who will drive the vehicle, number of drivers, CDL certifications, etc.
7. A detailed description of service routes and ridership numbers
8. Exhibit A-1 (below)

If the applicant is a Community Transportation Coordinator (CTC), **relevant** pages of a Transportation Disadvantaged Service Plan (TDSP) and Annual Operating Report (AOR) containing the above information may be provided.

Evaluators will rely heavily on an applicant's narrative in determining the amount of funds/vehicles/equipment awarded.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information/Requirements Section of this manual. An applicant's narrative should cover the points that will be evaluated.

EXHIBIT A-1 -- FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable.)
1. Number of total one-way trips served by the agency **PER YEAR** (for all purposes)*		
2. Number of one-way trips provided to elderly and persons with disabilities (including New Freedom Trips) **PER YEAR***		
3. Number of individual Elderly and Disabled and New Freedom unduplicated riders (first ride per rider per fiscal year) **PER YEAR**		
4. Number of vehicles used to provide Elderly and Disabled and New Freedom service **ACTUAL**		
5. Number of vehicles used to provide Elderly and Disabled and New Freedom service eligible for replacement **ACTUAL**		
6. Vehicle miles traveled to provide Elderly and Disabled and New Freedom service **PER YEAR**		
7. Normal number of days that vehicles are in operation to provide Elderly and Disabled and New Freedom service **PER WEEK**		
8. Posted hours of normal operation to provide Elderly and Disabled and New Freedom service **PER WEEK**	M – F: Saturday: Sunday: Total (WEEK):	M – F: Saturday: Sunday: Total (WEEK):

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip.

EXHIBIT B
Proposed Project Description

Applicants must submit Exhibit B as part of their application. The proposed project description should be thorough as evaluators will rely heavily on the narrative in reviewing and ranking a grant application. It is requested that applicants in District 2 provide the Project Description in a question/answer format. The project description should not repeat the current system description shown in Exhibit A. Exhibit B shall include, but not be limited to:

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? More hours? Service in a larger geographic area? Shorter headways? More trips? Please explain in detail.

2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.

3. Give a detailed explanation of the need for the vehicle and provide evidence of the need.

4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.

5. Identify vehicles/equipment being replaced and list them on the "**Current Vehicle and Transportation Equipment Inventory**" form, provided elsewhere in this manual.

6. Describe agency's maintenance program and include a section on how vehicles will be maintained without interruptions in service (who, what, where, and when).

7. If vehicles/equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.

   a. Include an equitable plan for distribution of vehicles/equipment to lessees and/or private operators.

8. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant shall service minority populations and whether the applicant is minority-owned.

New Agencies:

9. Fully explain Your Transportation Program
   a. Service hours, planned service, routes and trip types
   b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.
   c. Records maintenance
   d. Vehicle maintenance – who, what, when and where
   e. CDL requirements
   f. System safety plan
   g. Drug free work place

10. Have you met with the CTC and, if so, how are you providing a service that they cannot? Provide detailed information supporting this requirement.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information/Requirements Section of this manual, and be sure Exhibit B covers the points that will be evaluated.

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

EXHIBIT D

Coordination

If the applicant is a Community Transportation Coordinator (CTC), this information should be shown in Exhibit D of the application. Attached to Exhibit D should be a copy of the CTC's certification.

If the applicant is not a CTC, a copy of the written coordination agreement between the applicant and the CTC in the appropriate service area should be identified as Exhibit D and included in the application. The agreement must be specific as to how the services to be provided will complimentary to the services the CTC provides, and how duplication and fragmentation of services will be avoided. If the applicant's service extends into areas covered by more than one CTC, copies of all applicable coordination agreements should be included in the application. An executed Commission for the Transportation Disadvantaged **Coordination Contract** or similar document may serve as the written coordination agreement. Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.

Exhibit E
Attachment 1

Certification of Exemption from Single Audit Act

IT IS HEREBY CERTIFIED THAT the applicant:

1. Will not receive $500,000 or more for the current Fiscal Year from all federal sources combined, and is, therefore, exempt from the Single Audit Act as described in OMB A-133; and

2. In the event the applicant does receive $500,000 or more in total from all federal sources during the current fiscal year, the applicant will comply with the Single Audit Act and submit to the District Office a copy of its most recent audit conducted in compliance with the Act.

_____	_____	_____
(Typed name and title of authorized individual)	(Signature of authorized individual)	(Date)

EXHIBIT F

Federal Certifications and Assurances

The last page (Appendix A) of the annual Federal Register Notice that applies to Federal Certifications and Assurances provides applicants with a single signature page on which an applicant and its attorney must certify compliance with the requirements of the various Federal Transit Administration grants or cooperative agreements. The Federal Register Notice is revised annually and is usually available around January 1 of each year. Applicants may obtain a copy of the current year document through the internet at http://www.fta.dot.gov/funding/grants_financing_93.html (then, follow instructions on where to proceed.) If unable to access the form, applicants may contact their FDOT District Office for assistance. The appropriate signed Federal certification/assurance form must be included in the application when it is submitted to the FDOT District Office.

GRANT WRITING TIP: All applicants must use the current year form and it must be the actual form from the Federal Transit Administration (FTA). This form cannot be an edited version of a prior year's forms or a recreation of the form.

The signature page for Federal Certifications and Assurances should be signed by an individual authorized by the applicant's governing board to sign and submit applications, and its attorney. Blue ink is required as it distinguishes an original signature from a photocopied signature.

Federal Certifications and Assurances Required of Each Applicant:

- Authority of applicant and its representative
- Standard Assurances
- Debarment and Suspension, and other Responsibility Matters (http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html#BM22)
- Drug Free Workplace Certification (http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html#BM31)
- Intergovernmental Review Assurance
- Federal Transit Administration Master Agreement (http://www.fta.dot.gov/documents/17-Master.pdf)
- Nondiscrimination Assurance
- Assurance of Nondiscrimination on the Basis of Disability Procurement Compliance.

A. Applicants for Federal Assistance may signify compliance with the above certifications and assurances by placing an "X" at the top of Appendix A next to the statement that reads: "The Applicant agrees to comply with applicable requirements of Categories 01-24". If an applicant chooses to do this, no additional notation is necessary, except for the signature on the reverse.

OR

B. The applicant may signify compliance with certifications and assurances applicable only to the Section 5310 Program, specifically, Category XIII, by placing an "X" in Category 01, "Certifications and Assurances Required for Each Applicant" (to cover the above-noted items), as well as an "X" in Category 12 entitled "Alcohol Misuse and Prohibited Drug Use" and Category 17 "Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program."

A description of the certifications required by the Section 5310 Program is provided in the annual Federal Register Notice.

EXHIBIT G

Certification for Agencies Requesting Non-Accessible Vehicles

If the applicant wants to purchase non-accessible vehicles for demand responsive service, the following "Certification of Equivalent Service" must be completed and included in the application.

CERTIFICATION OF EQUIVALENT SERVICE

The _____ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time;
2. Fares;
3. Geographic service area;
4. Hours and days of service;
5. Restrictions on trip purpose;
6. Availability of information and reservation capability; and
7. Constraints on capacity or service availability.

In accordance with 49 CFR Part 37, public entities operating demand responsive systems for the general public which receive financial assistance under 49 U.S.C. 5310 and 5311 of the Federal Transit Administration (FTA) funds must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state office program. Such public entities receiving FTA funds under any other section of the FTA Programs must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

Executed this _____ day of _____, 20_____.

_____
(Name and title of authorized representative)

_____
(Signature of authorized representative)

EXHIBIT H

Applicant Certification and Assurance to FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated _____ :

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Section 341.051 Florida Statutes and Chapter 14-73 Florida Administrative Code.
3) It has the fiscal and managerial capability and legal authority to file the application.
4) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
5) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
6) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
7) It will return project vehicles/equipment to the Department if, for any reason, they are no longer needed or used for the purpose intended.
8) It recognizes the Department's authority to remove vehicles/equipment from its premises, at no cost to the Department, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
9) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior written approval of the Department.
10) It will notify the Department within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.
11) It will submit an annual financial audit report to the Department, if required by the Department.

Date: _____ Signature: _____

_____
Typed name and title

EXHIBIT K

Coordinated Public Transit-Human Services Transportation Plan

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated _____:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9070.1F.

2) The name of this coordinated plan is provided below.

_____

3) The agency that adopted this coordinated plan is provided below.

_____

4) The date the coordinated plan was adopted is provided below.

_____

5) The page number of the coordinated plan that this application supports.

_____

Date: _____ Signature: _____

_____
Typed name and title

APPENDIX

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49 U.S.C. 5335, Definitions - Operating and Administrative Expenses
(National Transit Data Report - NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(501) labor - The pay and allowances due employees in exchange for the labor services they render in behalf of the transit system.

(502) fringe and benefits - Payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments or accruals direct to an employee arising from something other than his performance of a piece of work.

(503) services - Labor and other work provided by outside organizations for fees and related expenses.

(504) materials and supplies - Tangible products obtained from outside suppliers or manufactured internally.

(504.01) vehicle maintenance - Cost of fuel and lubricants, tires and tubes, vehicle maintenance parts.

(505) utilities - Payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.)

(506) insurance - Cost elements covering protection of the transit system from loss through insurance programs; compensation of others for their losses due to acts for which the transit system is liable; and recognition of the cost of a miscellaneous category of corporate losses.

(507) license and taxes - Taxes and fees levied against the transit system by Federal, state, and local governments.

(508) purchased transit service - The payment or accrual to other transit systems for providing transportation service.

(509) miscellaneous - Those expenses which cannot be attributed to any of the other major expense categories.

(512) leases and rentals - Payments for the use of capital assets not owned by the transit system.

(513) depreciation - Charges that reflect the loss in service value of the transit system's assets.

49 U.S.C. 5335, Definitions - Operating and Administrative Revenue
National Transit Data Report (NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(401) passenger fares for transit services - Revenue earned from carrying passengers along regularly scheduled routes.

(402) special transit fares - Revenues earned for rides given in regular transit service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service.

(403) school bus service revenues - Revenues earned from operating vehicles under school bus contracts.

(404) freight tariffs - Revenues earned from carrying freight on runs whose primary purpose is passenger operations.

(405) charter service revenues - Revenues earned from operating vehicles under charter contracts.

(406) auxiliary transportation revenues - Revenues earned from operations closely associated with the transportation operations (e.g., concessions, advertising, automobile ferriage, etc.)

(407) nontransportation revenues - Revenues earned from activities not associated with the provision of the transit system's transit service (e.g., sale of maintenance services, rental of revenue vehicles, rental of buildings and other property, investment income, parking lot revenue, etc.)

(408) taxes levied directly by transit system - Tax revenues to transit systems that are organized as independent political subdivision with their own taxation authority.

(409) local cash grants and reimbursements - Funds obtained from local government units to assist in paying the cost of operating transit services.

(410) local special fare assistance - Funds obtained from local government units to help cover the difference between full adult fares and special reduced fares. *(Includes local social service contract funds).*

(411) state cash grants and reimbursements - Funds obtained from state government to assist in paying the cost of operating transit services. *(Includes Commission for the Transportation Disadvantaged grant funds).*

(412) state special fare assistance - Funds obtained from state government to help cover the difference between full adult fares and special reduced fares. *(Includes state social service contract funds).*

(413) federal cash grants and reimbursements - Funds obtained from the Federal government to assist in paying the cost of operating transit services. Include and identify the source of unrestricted Federal Funds used as match.

(414) interest income - Revenues earned from the lending or deposit of funds.

(430) contributed services - The receipt of services (not cash) from another entity where such services benefit transit operations and the transit operator is under no obligation to pay for the services.

(431) contributed cash - The receipt of funds from another entity where such funds benefit transit operations and the transit operator is under no obligation to repay the funds.

(440) subsidy from other sectors of operations - Funds obtained from other sectors of a transit company's operations to help cover the cost of providing transit service.

WHAT'S ON THE MARKET

Below is a listing of all active contracts available through the FDOT TRIPS Program for the purchase of new transit vehicles. The Auto and Light Truck contract can be found at The Florida Department of Management Services (DMS) website. Some new types of vehicles have entered the community transportation market in the last few years. They generally fall into the following categories of expected minimum life of service years and mileage:

FDOT Minimum Service Life – 5 years and/or 200,000 miles:

COMMUTER VAN 9-PASSENGER CENTER AISLE VEHICLES

Ford E-250 138" W/B 9,000# Chassis

The commuter vans intended use is as a pool vehicle for commuters or a special purpose vehicle for public transit systems and/or other governmental agencies. No mobility lift or ramp available. Optional stretcher securement system with limited passenger seating, is available. Pricing does not reflect all options available with this contract.

GVWR	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
9,000#	2 - 9	$33,900-$38,000	Stretcher Option	TRIPS-09-CV-GM - Ford	Order Packet

VPG MV-1 PURPOSE BUILT SPECIAL NEEDS VEHICLE

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
6,600#/205"	0 - 6	$46,598	0 - 12	TRIPS-12-SNV-CBS	Order Packet

MINIVANS – PENDING CONCLUSION OF RFP PROCESS

The extended low floor minivans with mobility ramp intended use is as a Paratransit or a supervisor vehicle, providing public transportation for a maximum capacity of six (6) ambulatory passengers or a maximum of two (2) wheelchair passengers and three (3) ambulatory passengers. These configurations exclude the driver.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
Pending	Pending	Pending	2	Pending	Pending

STANDARD CUTAWAY

Each dealer offers a variety of models built on a variety of chassis' and chassis weights. Please contact the dealer directly for questions on capacity and floor plans.

Transit Plus	First Class Coach Sales	Getaway Bus	Rivers Bus	Atlantic Bus Sales
TRIPS-11-CA-TP	TRIPS-11-CA-FCCSC	TRIPS-11-CA-GB	TRIPS-11-CA-RB	TRIPS-11-CA-ABS
Contract	Contract	Contract	Contract	Contract
Order Packet	Order Packet	Order Packet	Order Packet	Order Packet

SMALL CUTAWAY LOW FLOOR (Formally Type D)

Chevrolet 3500 Chassis 12,300# GVWR
Chevrolet 4500 14,200# GVWR
International 25,500# GVWR

Small low floor chassis transit vehicle with wheel chair ramp, produced by two different manufacturers and dealers.

( ) - Indicates number of seats without wheel chairs.

GVWR/Length	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
12,300#/21'	6 – 12 (15)	$109,100 - $131,800	1	TRIPS-10-SCLF-FCCS Optional Hybrid Drive	Order Packet
14,200#/23'	6 – 12 (23)	$117,000 - $150,000	1 - 3		
25,500#/26' – 36'	12 – 26 (32)	$158,400 - $209,600	1 - 2	TRIPS-10-SCLF-TP	Order Packet

FDOT Minimum Service Life – 7 years and/or 250,000 miles:

MEDIUM DUTY

Medium duty Champion CTS 31'and 34' high level floor rear engine city-type coach for light duty fixed route service and offered by Transit Plus, Inc. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
26,500#/31'	0 – 18 (27)	$173,000 -$181,000	0 - 7	TRIPS-09-MD-TP	Order Packet
31,000#/34'	0 - 28 (33)	$180,100 - $188,000	0 - 9		

FDOT Minimum Service Life – 10 years and/or 350,000 miles:

MEDIUM DUTY

Medium duty chassis built on by ElDorado through Florida Transportation Systems dealer. The E-Z Rider 31' low floor rear engine city-type coach designed for moderate duty fixed route service. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
34,000#/31'	0 - 28 (39)	$280,100 - $290,000	0 - 9	TRIPS-09-MD-FTS	Order Packet

Sample

RESOLUTION FORM

A **RESOLUTION** of the _____(Governing Board)_____ authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

WHEREAS, _____ (Applicant) _____
has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE _____(Governing Board)_____
_____, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) _____.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. _____ (Authorized Individual by Name and Title) _____is authorized to sign the application and accept a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS _____, 20_____

By: _____
(Signature)

_____
(Typed name & title)

ATTEST:

_____ (seal)

REQUIRED

COVER LETTER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION GRANT APPLICATION

_____ **(agency name)** submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

_____ **(agency name)** further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this _____ day of _____, 20 ___ with two (2) original resolutions or certified copies of the original resolution authorizing _____ (Name & Title) to sign this Application.

Agency Name

By _____ Date_____

Title _____

Sample

Public Notice

(Pertains to Exhibit C)

All interested parties within (counties affected) are hereby advised that (public agency) is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of (description of equipment) to be used for the provision of public transit services within (defined area of operation).

A Public Hearing has been scheduled at (date, time, location), for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

Requests for a hearing must be addressed to (Public Agency name and address) and a copy sent to (name and address of appropriate FDOT District Office.)

All public notices must include the following language:

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.
Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)

Sample
NOTICE OF GRANT AWARD

(To be completed, signed, and sent to the Applicant/Recipient by the FDOT District Office)

Based on the Agency's Application for Federal Assistance under U.S.C. Section 5310 dated _____, on file in the Department, the Florida Department of Transportation hereby makes the following grant award to:

_____
(Name and Address of Recipient)

Award Year	Description	Estimated Value	Estimated matching funds required

Please contact the FDOT Contractor, Lazara Stinnette, at either 813-974-0695 or lstinnette@cutr.usf.edu to arrange purchase of the above items. See FDOT Section 5310 Procedure 725-030-010-i, page 10 at http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/725030010.pdf.

FLORIDA DEPARTMENT OF TRANSPORTATION

Date_____ **Award Approved by _____**
(Signature)
Typed Name and Title _____

_____

ACCEPTANCE OF GRANT AWARD
(To be completed and signed by the recipient and returned to the FDOT District Office)

The undersigned accepts the above-described award and:

(Check all appropriate)

_____ **a. Reaffirms its assurances to FTA and FDOT as stated in Exhibits F, G, and H of its application.**

_____ **b. Requests purchase of the vehicles/equipment in (month/year.)**

AGENCY: _____
(Name)

Date _____ **Accepted by _____**
(Signature)
Typed Name and Title _____

Agency vendor number as registered in My Florida Marketplace: _____

Local Clearinghouses / Regional Planning Councils (RPC)

CLEARINGHOUSE/RPC	COUNTIES COVERED
West Florida RPC 4081-A East Olive Road Pensacola, FL 32514 850-332-7976 800-226-8914	Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton Washington Contact: Ms. Terry Joseph Email: terry.joseph@wfrpc.org
Apalachee RPC 2507 Callaway Road, Suite 200 Tallahassee, FL 32303 850-488-6211	Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Contact: Mr. Keith McCarron Email: keith.mccarron@thearpc.com
North Central Florida RPC 2009 N.W. 67 Place Gainesville, FL 32653-1603 352-955-2200 ext 103	Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, Union Contact: Mr. Marlie Sanderson Email: msanderson@ncfrpc.org
Northeast Florida RPC 6850 Belfort Oaks Place Jacksonville, FL 32216 904-279-0880 ext 178	Baker, Clay, Duval, Flagler, Nassau, Putnam, Saint Johns Contact: Mr. Eric Anderson Email: eamderspm@nefrpc.org
Withlacoochee RPC 1241 S.W. 10th St Ocala, Fl 32674-2788 352-732-1315 ext 228	Citrus, Hernando, Levy, Marion, Sumter Contact: Mr. Michael Arnold Email: marnold@wrpc.cc
East Central Florida RPC 309 Cranes Roost Boulevard Suite 2000 Altamonte Springs, FL 32701 407-262-7772	Brevard, Lake, Orange, Osceola, Seminole, Volusia Contact: Mr. Hugh W. Harling, Jr. Email: hharling@ecfrpc.org
Central Florida RPC Post Office Drawer 2089 Bartow, FL 33830 863-534-7130 ext 103	DeSoto, Hardee, Highlands, Okeechobee, Polk Contact: Ms. Marcia Staszko Email: mstaszko@cfrpc.org
Tampa Bay RPC 4000 Gateway Center Boulevard Suite 100 Pinellas Park, FL 33782-6141 727-570-5151 ext 10 727-550-5118 fax	Hillsborough, Manatee, Pasco, Pinellas Contact: John Meyer Email: johnm@tbrpc.org

Local Clearinghouses / Regional Planning Councils (continued)

CLEARINGHOUSE/RPC	COUNTIES COVERED
Southwest Florida RPC 1926 Victoria Avenue Fort Myers, FL 33901 239-338-2550 ext 232	Charlotte, Collier, Glades, Hendry, Lee, Sarasota Contact: Ms. Nicole Gwinnett Email: ngwinnett@swfrpc.org
Treasure Coast RPC 421 Southwest Camden Avenue Stuart, Florida 34994 772-221-4060	Indian River, Martin, Palm Beach, Saint Lucie Contact: Ms. Stephanie Heidt Email: sheidt@tcrpc.org
South Florida RPC 3440 Hollywood Blvd. Ste 140 Hollywood, FL 33021 954-985-4416	Broward, Miami-Dade, Monroe Contact: Ms. Kathe Lerch Email: klerch@sfrpc.com

FDOT District Office Contacts

District	Contacts	Address
1	*Manager:* Terry Beacham (863) 519-2388	P.O. Box 1249 801 North Broadway Bartow, FL 33830-1249
	Transit Unit *Contact:* Debi W. Stephens	Modal Development Office/Public Transit Fort Myers Operations Center 10041 Daniels Parkway Fort Myers, Florida 33913 (239) 461-4321 Fax: (239) 2353
Counties Covered:	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, Sarasota	
2	Manager: Doreen Joyner-Howard (904) 360-5650	2250 Irene Street, MS 2813 Jacksonville, FL 32202
	Transit Unit *Contact:* Janell Damoato	(904) 360-5687
Counties Covered:	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St Johns, Suwannee, Taylor, Union	
3	*Manager:* Mike Lewis (850) 330-1545	P. O. Box 607 Chipley, FL 32428-9990
	Transit Unit *Contact:* Kathy Rudd Bay, Escambia, Gulf, Holmes, Jackson, Santa Rosa, Walton, Washington Vanessa Strickland Calhoun, Franklin, Gadsden, Jefferson, Leon, Liberty, Okaloosa, Wakulla	(850) 330-1549 (850) 330-1534
Counties Covered:	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	
4	Manager: Nancy Ziegler (954) 777-4492	3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309
	Transit Unit *Contact:* Larry Merritt	(954) 777-4683
Counties Covered:	Broward, Indian River, Martin, St Lucie, Palm Beach	

FDOT District Office Contacts (continued)

5	Manager: Brenda Young (407) 482-7852	133 South Semoran Blvd. Orlando, FL 32807
	Transit Unit *Contact:* Diane Poitras	(407) 482-7860
Counties Covered:	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	
6	*Manager:* Dionne Richardson (305) 470-5292	1000 NW 111th Ave., Room 6111 Miami, FL 33172
	Transit Unit *Contact:* Raymond Freeman	(305) 470-5255
Counties Covered:	Miami-Dade, Monroe	
7	*Manager:* George Boyle (813) 975-6409	11201 N. McKinley Dr. (MS-7500) Tampa, FL 33612
	Transit Unit *Contact:* Tracy G. Dean	(813) 975-6195
Counties Covered:	Citrus, Hernando, Hillsborough, Pasco, Pinellas	

To send e-mail to any of the above: **first name.last name@dot.state.fl.us**

Glossary

ambulatory - A person who is able to walk and move about freely without being confined to a bed or wheelchair.

applicant – An agency applying for Section 5310, 5311, and/or 5311(f) Federal Assistance. See also "new applicant" and "recurring applicant."

authorizing Federal and State Legislation: Legislation authorizing the Section 5310, 5311, and 5311(f) programs are: Transportation Equity Act for the 21st Century (TEA-21); 49 U.S.C. Sections 5310 and 5311; FTA Circular 9070.1F (for Section 5310) and Circular 9040.1F (for Section 5311 and 5311(f); Section 341.051, Florida Statutes; and Chapter 14-73, Florida Administrative Code. The Section 5310 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5310_Circular.pdf. The Section 5311 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5311_Circular.pdf.

community transportation coordinator (CTC) - A transportation entity recommended by an MPO, or by the appropriate designated official planning agency, as provided for in Sections 427.015(1), Florida Statutes, in an area outside the purview of an MPO, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.

contractor – means the administering entity of the Florida Vehicle Procurement Program (FVPP) who is under contract to the Florida Department of Transportation to establish statewide vehicle contracts for the purpose of procuring vehicles at the lowest cost possible while ensuring that the best product is available for the program. The Contractor is also responsible to coordinate, assist as needed, and report in all procurement activities under the Section 5310 Program.

designated official planning agency – means a planning entity so designated by the Florida Commission for the Transportation Disadvantages to conduct planning and support functions for the transportation disadvantaged services.

disabled person – See elderly individual and persons with disabilities.

district office – means the Department of Transportation District Public Transportation Office or District Office of Modal Development and/or staff.

district program of projects – means a district listing of each applicant agency for which a grant award is proposed, a description of the equipment to be awarded, and the proposed federal, state and local share of the project cost. The district program of project includes certification by the District Office that all applicants and projects so proposed either meet all program requirements or will meet all program requirements before a Notice of Grant Award is executed.

elderly individual – includes, at a minimum, all persons 65 years of age or older. Grantees may use a definition that extends eligibility for service to younger (e. g., 62 and older, 60 and over) persons.

eligible expenses – Eligible expenses are limited to buses, vans, or other paratransit vehicles, radios and communications equipment, and wheelchair lifts and restraints, vehicle rehabilitation, vehicle overhaul (which may be calculated as up to twenty percent of the agency's annual vehicle maintenance costs), associated capital maintenance, including costs of tires, tubes and replacement parts which exceed 0.05 percent of the depreciated value of the vehicle for which are used, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs and other durable goods such as spare components with unit cost over $300 and a useful life of more than one year. The Federal share for eligible capital expenses may not exceed eighty percent (80%).

eligible expenses, capital, 5311 - Section 5311 funds may be used for the capital expense of transportation services to the general public in non-urbanized areas. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs, construction or rehabilitation of transit facilities including design, engineering, and land acquisition, and other durable goods such as spare components with unit cost over $300 and a useful life of more than one year. The cost associated with pre-award and post delivery audits also qualify as eligible expenses.

eligible expenses, capital, 5311(f) - Eligible expenses include intercity bus service planning and marketing and the purchase of buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications

equipment, wheelchair lifts and restraints, vehicle rehabilitation, passenger shelters, intermodal facility projects (see above), bus stop signs and similar passenger amenities, data processing hardware/software, other durable goods such as spare components with a useful life of more than one year, initial installation costs, vehicle procurement/testing, inspection and acceptance costs, and costs associated with pre-award and post delivery audits.

eligible expenses, operating - For the Section 5311program (formerly Section 18), eligible operating expenses include the total administrative, management, and operation costs directly incident to the provision of public transportation services less operating revenues. The federal share for net eligible operating costs may not exceed 50%.

eligible recipient, 5310 – Federal Transit Administration Section 5310 funds may be awarded only to private nonprofit organizations providing transportation to elderly persons and person with disabilities, and to public bodies approved by the State of Florida to coordinate services for elderly persons and persons with disabilities (i.e., the Community Transportation Coordinator). Recipients must be either the Community Transportation Coordinator (CTC) or providing service under the terms of a coordination or transportation operator contract with the CTC. Agencies must keep their CTC Agreements current and in force at all times when in possession of a vehicle purchased through the Section 5310 Program.

eligible recipient, 5311 and 5311(f) – For the Section 5311 program (formerly Section 18), political subdivisions of the State of Florida and agencies thereof, Indian Tribes and private nonprofit agencies designated as CTCs, per Chapter 427, F.S., who provide public transportation in non-urbanized areas, are eligible recipients for the Section 5311 program. Private for-profit agencies may receive funds through contractual arrangements with eligible recipients.

eligible service, 5310 – Transit service provided to transportation disadvantaged persons and to elderly and disabled social service client groups when public transit services are unavailable, insufficient or inappropriate for elderly persons and persons with disabilities. Although all transportation disadvantaged persons may benefit from the program, services should be designed for the maximum benefit of elderly persons and persons with disabilities. Vehicles may be used in public transit service on an incidental basis (after services have been provided in accordance with the terms of the application and/or the Joint Participation Agreement for specified clientele.)

eligible service, 5311 – Public transit service provided in non-urbanized areas on a regular and continuing basis and service provided to non-sponsored transportation disadvantaged persons and to social service clients is eligible. Services may be designed to maximize usage by transportation disadvantaged persons in general, as long as there is no restriction on public use of the service. Services may not be designed exclusively to serve the transportation requirements of social service agencies without regard for the mobility needs of the community as a whole. Charter, sightseeing, and exclusive school bus services are not eligible services. Since the goal of Section 5311 is to enhance access of people living in non-urbanized areas to activities, Section 5311 projects may include the transportation of non-urbanized area residents to and from urbanized areas.

eligible service – 5311(f) [intercity bus service] – Regularly scheduled service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connection with scheduled service to more distant points, if such service is available. Package express service may also be included, if incidental to passenger transportation.

expanded service - Adding a new service to an already existing system.

FDOT control number - Is assigned by the District once the vehicle has been purchased, received and titled to the recipient with the Department of Transportation as the first lienholder.

human service transportation - means transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

incurred - Commitment or obligation to spend funds for goods to be received or services to be rendered.

individual with a disability – means an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning or design, public transportation service or a public

transportation facility.

intercity bus feeder service - The "coordination of rural connections between small transit operations and intercity bus carriers" may include the provision of service which acts as a feeder to intercity bus service. The feeder service is not required to have the same characteristics as the intercity service with which it connects, as defined above. For example, feeder service may be demand responsive, while intercity service is, by definition, fixed route. Examples of eligible costs include marketing and extended hours of service in order to connect with scheduled intercity service. **Note: The funding of intercity bus feeder service shall be at the discretion of the District Office.**

intercity bus service - See eligible service – 5311(f).

Job Access and Reverse Commute Program (JARC) – means the Federal Transit Administration formula grant program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities.

joint participation agreement (JPA) - A contract between the Department of Transportation and a local sponsor of a transportation project, defining a project and the Department's participation. JPAs may be for one year or multiple years (up to five years), at the discretion of the Department.

locally developed, coordinated public transit-human services transportation plan – means a plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provide strategies for meeting those local needs, and prioritizes transportation services for funding and implementation. Projects considered for Section 5310 funding must serve identified needs of the disabled population. A locally developed Transportation Disadvantages Services Plan (TDSP) will qualify in most instances. All stakeholders identified in the circular must be included in the development of the TDSP.

metropolitan planning organization (MPO) – MPOs are the policy and planning bodies, designated by the Governor, responsible for transportation planning in urbanized areas.

new applicant – An applicant for Section 5310, 5311, and/or 5311(f) assistance that has not received an award in the last two fiscal years.

New Freedom Program – means the Federal Transit Administration formula grant program for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services.

new service - A first time applicant starting a new service.

non-ambulatory - A person who has a mobility impairment that prevents them from being able to walk or move about freely.

nonprofit organization – A corporation or association determined by the U. S. Secretary of the Treasury to be an organization described by 26 U.S.C. Section 501(c) which is exempt from taxation under 26 U.S.C. Section 501(a) or one incorporated within Florida which is certified as not for profit by the Secretary of State.

non-urbanized area - The area outside of an urbanized area, as defined by the U.S. Bureau of the Census.

notice of grant award – mean a form used to notify a successful Section 5310 applicant that they have been selected to receive a grant award and for the applicant to accept the grant being offered as a Section 5310 grant recipient.

one-way passenger trips - A person who rides a transportation vehicle in one direction between two points for a specific purpose.

operating revenue - For Section 5311, operating revenue includes the sum of all fares paid by passengers, whether such fares are paid at the time service is provided or via a prepaid arrangement such as passes or tokens. Operating revenue excludes revenues from contracts with social service agencies that pay for transportation of social service clients.

other than urbanized (non-urbanized area) – means any area outside of an urbanized area. The term "nonurbanized areas" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

private organization – means a non-public organizations, bodies which are not municipalities or other political subdivisions of the State of Florida; are not public agencies or instrumentalities of one or more states; are not Indian Tribes (except private nonprofit corporations formed by Indian Tribes); are not public corporations, boards or commissions established under the law of any state; or are not subject to direct control by public authority, Federal, State, county, or municipal.

program of projects – means a list of projects to be funded in a grant application submitted to the Federal Transportation by the Florida Department of Transportation. The program of projects (POP) lists the subrecipients and indicates whether they are private non-profit agencies or local governmental authorities, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the POP includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the ten percent (10%) allowed.

public agency - An authority, commission, committee, council, department, division, bureau, board, section or any other unit or entity of the state or of a town, city, municipality, county or other local governing body.

public transit - The transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the general public. Public transit specifically includes those forms of transportation commonly known as "paratransit" characterized by their non-scheduled, non-fixed route nature.

recipient – means the Florida Department of Transportation, a State Agency designed by the Governor to receive funds apportioned by formula to the States under Section 5310(b)(1), or a local government authority when Federal Highway Administration (FHWA) funds are flexed to Section 5310 to support services for individuals with disabilities.

recurring applicant – An applicant for Section 5310, 5311, and/or 5311(f) Federal Assistance who applies every year.

subrecipient – means a private non-profit organization, if the public transportation service provided is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the State to coordinate services for elderly individuals and individuals with disabilities or certifies that there are non any non-profit organizations readily available in the area to provide the services.

transit development plan (TDP) - A locally adopted document, addressing a minimum five-year time frame. It is prepared by the public transit provider, in cooperation with the appropriate Metropolitan Planning Organization. It is consistent with the applicable approved local government comprehensive plan. The TDP includes an assessment of the need for transit services in the local area, identifies the local transit policies, existing services and proposed service improvements, capital and operating costs of the proposed services, existing and proposed sources of funding and a staged implementation plan. A TDP is updated annually.

transportation disadvantaged - Those persons who because of physical or mental disability, income status, or age, or who for other reasons, are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk as defined in Chapter 411.202 F.S.

transportation disadvantaged service plan (TDSP) – a plan developed by the CTC and approved by the Local Coordinating Board that identifies service gaps and provides recommended strategies to provide service in areas of need. The TDSP may serve as the Local Coordinated Human Services Transportation Plan. The TDSP is updated annually but includes a five year planning window.

transportation improvement program (TIP) – means a continuing, cooperative and comprehensive planning process that delineates transportation improvements recommended for federal and state funding during the program period. The MPO submits the TIP to the Florida Department of Transportation as required by Chapter 339, Florida Statutes.

transportation operator contract – a written contract between the CTC and the transportation operator prepared at the local level that outlines the terms and conditions for any services to be performed.

unrestricted Federal funds – funds received by Section 5311 and/or 5311(f) applicants pursuant to service agreements with state or local social service agencies or private social service organizations, and used to match Section 5311 and/or 5311(f) funds, even though the original source of such funds may have been another Federal program.

urbanized area – means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of Federal Transit Administration formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

End of Manual

5310 Grant Application Revision (30 September 2013)
Revised by Jon M. Ausman, Federal Grants Manager
FDOT Public Transit Office
605 Suwannee Street (MS 26)
Tallahassee, Florida 32399-0450
Email: jon.ausman@dot.state.fl.us
Work: 850-414-4519

The Escambia County paratransit vehicle replacement plan is summarized in Table 4 below and illustrates the requested schedule for replacing paratransit vehicles.

As illustrated in the Needs Assessment (Table 3), there are several funding sources that should be considered each year for the replacement of paratransit vehicles (e.g., 5307, 5309, 5310, etc.). Replacement of paratransit vehicles will need to be coordinated through Escambia County/Escambia County Area Transit (ECAT) and included in the appropriate grant applications.

TABLE 4
ESCAMBIA COUNTY
PARATRANSIT VEHICLE REPLACEMENT PLAN

	UNIT#	FUNDING	OWNED	YEAR	MAKE	MILEAGE	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
1	Bus #1		PBT	2001	Ford E-450 Cutaway		PBT - vehicle caught fire and burned on May 16, 2013							
2	830		PBT	2001	Ford E-250		PBT							
3	86		PBT	2001	E-350			5309						
4	Bus #5		PBT	2002	Ford E-450 Cutaway			5309						
5	821		PBT	2001	Ford E-350			5309						
6	202		PBT	2001	Ford E-350			5309						
7	781		TD	2006	Ford E-350			5309						
8	780		PBT	2003	Ford E-350			5309						
9	773		PBT	2002	Ford E-350			5309						
10	776		PBT	2002	Ford E-350			5309						
11	772		PBT	2002	Ford E-350			5309						
12	836		TD	2006	Ford E-350	293,004			R					
13	204		PBT	2004	MER-SPRINTER	281,589			R					
14	782		TD	2006	Ford E-350	288,415			R					
15	779		PBT	2002	Ford E-350	274,785				R				
16	778		PBT	2002	Ford E-350	252,496				R				
17	837		TD	2006	Ford E-350	223,341				R				
18	301		PBT	2002	Merc Gran Marq	215,719					R			
19	96		PBT	2000	E-350	131,939					R			
20	207		PBT	2003	Ford Windstar	155,986					R			
21	107		PBT	2008	Ford Van	121,808						R		
22	205	PBT funds	PBT	2008	Ford E-350	137,973						R		
23	Bus #7		PBT	2006	Ford E-450 Cutaway	107,900						R		
24	206	PBT funds	PBT	2009	Ford E-350	114,742							R	
25	109		PBT	2008	Ford	104,296							R	
26	208	FTA 5311	CL	2010	Ford E-350	82,318							R	
27	838	ARRA funds	CL	2011	Chevy 4500	76,191								R
28	839	ARRA funds	CL	2011	Chevy 4500	68,063								R
29	840	ARRA funds	CL	2011	Chevy 4500	60,591								R

PBT = Pensacola Bay Transportation
FTA 5311 = Federal Transit Administration 5311 (rural) funds
ARRA = American Recovery and Reinvestment Act (stimulus $)
TD = Transportation Disadvantaged (Trust Fund)
CL = County Lease (County purchased vehicle with grant/stimulus money and leased to PBT for $1 per year)
5309 = State of Good Repair Grant for a minimum of 9 replacement vehicles

FDOT MINIMUM SERVICE LIFE - 5 YEARS AND 200,000 MILES

Note: The one FTA 5311 and three ARRA funded vehicles replaced the four 2001/2 Ford Vans purchased with FTA 5307 funds.

Checklist for Application Completeness

Name of Applicant: Escambia County

Check One: First Time Applicant: ____X_____ Previous Applicant: _____

The following must be included in the Section 5310 Grant application in the following order:

__X__ This checklist

__X__ Applicant's cover letter (use FDOT provided cover letter)

__X__ Two (2) copies of the governing board's Resolution

__X__ Exhibit A-1: Fact Sheet

__X__ Application for Federal Assistance (Form 424, Code 20.513)

__X__ Operating and Administrative Expense and Revenue Form

__X__ Current Vehicle and Transportation Equipment Inventory Form

__X__ Capital Request Form

__X__ Exhibit A: Current System Description

__X__ Exhibit B: Proposed Project Description

__X__ Exhibit C: Public Hearing Notice and Publisher's Affidavit (for public agencies only)

__X__ Exhibit D: Coordination

__X__ Exhibit F: Federal Certifications and Assurances

_N/A_ Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

__X__ Exhibit H: Applicant Certification and Assurance to FDOT

__X__ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP)

Date application was submitted to Local Clearinghouse/Regional Planning Council: 1/24/14.
(send one (1) copy of letter received from the Local Clearinghouse/RPC to FDOT)

Additional documents required for first-time applicant (if a private-non-profit agency)

_____ Copy of Certification of Incorporation

ECAT

ESCAMBIA COUNTY AREA TRANSIT

January 24, 2014

Ms Kathy Rudd
FDOT District 3, Public Transit Office
P.O. Box 607
Chipley, FL 32428

RE: Application for Section 5310 Program Funding

Dear Ms. Rudd,

Escambia County, Florida submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

Escambia County, Florida further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this 24th day of January, 2014 with two (2) original resolutions or certified copies of the original resolution authorizing Herold Humphry, General Manager to sign this Application.

Sincerely,

For Escambia County, Florida

Herold Humphrey
General Manager

1515 West Fairfield Drive • Pensacola, FL 32501 • 850 595-3228 • FAX 850 595-3222

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/2/2014 CAR II-16

Verified By: D Harris
1/3/2014

RESOLUTION NUMBER R2014-5

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5310.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this 2nd day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Date Executed

1-3-2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: ECAT

Date: 12/11/13

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT & COMPTROLLER, and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Resolution Number R2014-5, as the same was duly adopted and passed at a Meeting of the Board on the 2nd day of January, 2014, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 6th day of January, 2014.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT & COMPTROLLER AND EX-OFFICIO CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: Doris Harris
Deputy Clerk

(SEAL)

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/2/2014 CAR II-16

Verified By: DHarris
1/3/2014

RESOLUTION NUMBER R2014-5

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

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Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this 2nd day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Date Executed

1-3-2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/11/13

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT & COMPTROLLER, and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Resolution Number R2014-5, as the same was duly adopted and passed at a Meeting of the Board on the 2nd day of January, 2014, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 6th day of January, 2014.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT & COMPTROLLER AND EX-OFFICIO CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: Doris Harris
Deputy Clerk

(SEAL)

EXHIBIT A-1 -- FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable.)
1. Number of total one-way trips served by the agency **PER YEAR** (for all purposes)*	204842	204842
2. Number of one-way trips provided to elderly and persons with disabilities (including New Freedom Trips) **PER YEAR***	32423	32423
3. Number of individual Elderly and Disabled and New Freedom unduplicated riders (first ride per rider per fiscal year) **PER YEAR**	2825	2825
4. Number of vehicles used to provide Elderly and Disabled and New Freedom service ACTUAL	28	35
5. Number of vehicles used to provide Elderly and Disabled and New Freedom service eligible for replacement ACTUAL	6	4
6. Vehicle miles traveled to provide Elderly and Disabled and New Freedom service **PER YEAR**	1257532	1257532
7. Normal number of days that vehicles are in operation to provide Elderly and Disabled and New Freedom service **PER WEEK**	6	6
8. Posted hours of normal operation to provide Elderly and Disabled and New Freedom service **PER WEEK**	**M** – F: Saturday: Sunday: Total (WEEK):	**M** – F: Saturday: Sunday: Total (WEEK):
	We offer 24/7 service	We offer 24/7 service

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip.

APPLICATION FOR FEDERAL ASSISTANCE — Version 7/03

1. TYPE OF SUBMISSION:	
Application – *place an x in the box* [ ] construction [x] non-construction	**Pre-application** – *place an x in the box* [ ] construction [ ] non-construction
2. DATE SUBMITTED : 1/17/2014	**Applicant Identifier**
3. DATE RECEIVED BY STATE	**State Application Identifier**
4. DATE RECEIVED BY FEDERAL AGENCY	**Federal Identifier**
5. APPLICANT INFORMATION	
Legal Name: Escambia County Area Transit (ECAT)	**Organizational Unit:** **Department:**
Organizational DUNS: 075079673	**Division:**
Address: 1515 West Fairfield Drive	**Name and telephone number of person to be contacted on matters involving this application (give area code)**
Street:	**Prefix:** Mr. **First Name:** Kim
City: Pensacola	**Middle Name:**
County: Escambia	**Last Name:** Hansen
State: Florida **Zip Code** 32501	**Suffix:**
Country:	**Email:** khansen@co.escambia.fl.us
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* *(Replace these boxes with numerals)* 59- 6000598	**Phone Number (give area code)** 850-595-3228 ext. 217
	Fax Number (give area code)
8. TYPE OF APPLICATION: X New Continuation Revision If Revision, enter appropriate letter(s) in box(es) ☐☐ ☐ (See back of form for description of letters.) Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) County Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: *(Replace these boxes with numerals)* 20-513 **TITLE (Name of Program): Formula Grants for Rural Areas**	**9. NAME OF FEDERAL AGENCY:** Federal Transit Administration
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Escambia County, Florida	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** Vehicles to provide transportation for the special needs of older adults and persons with disabilities.
13. PROPOSED PROJECT	**14. CONGRESSIONAL DISTRICTS OF:**
Start Date: 10/1/2014 **Ending Date:** 9/30/2015	**a. Applicant** 1 **b. Project** 1

15. ESTIMATED FUNDING:			**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 288,000	.00	a. Yes. ☐ THIS APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
b. Applicant	$	.00	DATE:
c. State	$ 36,000	.00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372.
d. Local	$ 36,000	.00	XX PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
e. Other	$	.00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
f. Program Income	$	.00	☐☐ Yes. If "Yes" attach an explanation. x No
g. TOTAL	$ 360,000	.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix:	**First Name:** Herold	**Middle Name:**
Last Name: Humphrey		**Suffix:**
b. Title: General Manager		**c. Telephone Number (give area code)** 850-595-3228 ext. 214
d. Signature of Authorized Representative:		**e. Date Signed:** January 24, 2014

Previous Edition Usable. Authorized for Local Reproduction. Standard Form 424 (Rev.9-2003); Prescribed by OMB Circular A-102

Agency: Pensacola Bay Transportation

Fiscal period from July 1, 2012 to June 30, 2013

TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$1,370,421
Fringe and Benefits (502)	$ 431,266
Services (503)	$ 248,985
Materials and Supplies (504)	$ 296,814
Vehicle Maintenance (504.01)	$ 306,355
Utilities (505)	$ 61,780
Insurance (506)	$ 130,432
Licenses and Taxes (507)	$ 5,058
Purchased Transit Service (508)	$ 389296
Miscellaneous (509)	$ 16,013
Interest (511)	$ 10,947
Leases and Rentals (512)	$ 87,672
Depreciation (513)	$ 22,760
TOTAL EXPENSE	**$ 3,377,799.00**

TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE REVENUES

OPERATING REVENUE	REVENUE $
Passenger Fares for Transit Service (401)	$ 197,103
Special Transit Fares (402)	0
Other (403 – 407) (identify by appropriate code)	$ 10,541
TOTAL OPERATING REVENUE	**$207,644**
OTHER REVENUE SOURCES	
Taxes Levied Directly by the Transit System (408)	0
Local Cash Grants and Reimbursements (409)	$1,227,981
Local Special Fare Assistance (410)	0
State Cash Grants and Reimbursements (411)	$1,887,282
State Special Fare Assistance (412)	0
Federal Cash Grants & Reimbursements (413)	0
Interest Income (414)	0
Contributed Services (430)	0
Contributed Cash (431)	0
Subsidy from Other Sectors of Operations (440)	0
TOTAL OF OTHER REVENUE	**$3,115,263.00**
GRAND TOTAL ALL REVENUES	**$3,322,907.00**

CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Applicant: Escambia County **Date of Inventory: January 20, 2014**

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)
2009	Ford E-350	1FTNE24L49DA92601	N/A	9 a	45625	182500	2018		5307
2011	Chevy 4500	1GB6G5BG3B1110765	lift	4 w/c 6 a	64796	129591	2018		ARRA
2011	Chevy 4500	1GB6G5BG7B1110574	lift	4 w/c 6 a	95296	190591	2017		ARRA
2011	Chevy 4500	1GB6G5BG0B1110352	lift	4 w/c 6 a	76449	152898	2018		ARRA
2003	Ford E-350	1FBSS31L03HB26690	lift	3 w/c 6 a	27237	272337	2016		PBT
2003	Ford E-350	1FBSS31L63HB36320	lift	3 w/c 6 a	27050	270504	2015		PBT
2007	Ford E-250	1FTNS24L77DA37968	lift	3 w/c 6 a	36796	220776	2016		PBT
2013	Ford	1FTNS2EW6DDB02796	lift	2 w/c 5 a	26990	26990	2018		PBT
2001	Ford E-350	1FDWE35S81HB10851	lift	2 w/c 8 a	36365	436380	As soon as possible		PBT
2005	Ford -250	1FTNS24L15HB13819	lift	3 w/c 6 a	34732	243121	2016		PBT
*2003	Ford - 350	1FBSS31L13HB31221	lift	3 w/c 6 a	27196	271957	2015		PBT
*2003	Ford - 350	1FBSS31L03HB31209	lift	3 w/c 6 a	33278	332776	2014		PBT
*2003	Ford - 350	1FTNS24L77DA37971	lift	3 w/c 6 a	45390	272337	2015		PBT
2007	Ford E-250	1FRTNS24L57DA37970	lift	3 w/c 6 a	34918	259505	2016		PBT
*2000	Ford E-250	1FBSS31L4YHB83739	lift	2 w/c 4 a	14568	189393	As soon as possible		PBT

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)
2001	Ford E-350	1FBSS31S81HB66410	N/A	14 a	31241	374895	2014		PBT
2004	Merc Sprinter	WD5PD644945651284	n/a	9 a	37026	333237	2014		PBT
2008	Ford E - 350	1FBNE31L98DA45884	n/a	14 a	42743.4	213717	2016		PBT
2009	Ford E - 350	1FBNE31L89DA46624	n/a	14 a	52021	208084	2017		PBT
2003	Ford Windstar	2FMZA51413BB44304	n/a	8 a	20898	208977	2017		PBT
*2002	Merc Gran Marquis	2MEFM74W22X603301	n/a	4 a	25472	280190	2015		PBT
2001	Ford E - 250	1FTNS24L51HB68476	lift	2 w/c 4 a	35736	428837	2014		PBT
2002	Ford E-350	1FBSS31L82HA17652	lift	14 a	36562	402118	As soon as possible		PBT
2002	Ford E-350	1FBSS31L52HA20380	lift	14 a	37582	413405	2014		PBT
2002	Ford E-350	1FBSS31L32HA20376	lift	14 a	39528	434812	2014		PBT
*2002	Ford E-350	1FBSS31L52HA20377	lift	14 a	28219	310396	2015		PBT
2002	Ford E-350	1FBSS31L72HA20378	lift	14 a	33848	372327	2014		PBT
2002	Ford E-350	1FDXE45S52HB75569	lift	3 w/c 8 a	45819	458199	As soon as possible		PBT
2006	Ford E-350	1FDWE35LX6DA40292	lift	3 w/c 4 a	47776	334434	2014		PBT
2006	Ford E-350	1FDWE35L86DA40291	lift	3 w/c 4 a	45927	321492	As soon as possible		PBT

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)
2008	Ford	1FBSS31L28DA76602	n/a	11 a	39657	198287	2017		PBT
2002	Ford E-350	1FBSS31L82HA27114	n/a	14 a	36400	400403	2014		PBT
2006	Ford E-350	1FDWE35L66DA44288	lift	3 w/c 6 a	52533	367730	As soon as possible		PBT
2006	Ford E-350	1FDWE35L66DA44291	lift	3 w/c 6 a	45927	321492	2015		PBT
2006	Ford E-450	1FDXE45P15HB48837	lift	4 w/c 6 a	16338	114720	As soon as possible		PBT

(a) Applicants must use this form.
(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.
(c) For example, Ford 22' bus; Dodge converted van.
(d) Show FDOT control number and VIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.
(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.
(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

NOTE: Those requesting replacement vehicles, please identify the year the vehicle(s) were purchased.

CAPITAL REQUEST FORM

VEHICLE REQUEST

GMIS Code (This column for FDOT use ONLY)	R or E (a)	Number requested	Description (b) (c) www.tripsflorida.org	Estimated Cost
11.__.__	R	4	21' gasoline bus with lift, 10 amb. seats, 3 w/c positions.	$ 280,000
11.__.__	R	2	Gasoline Van's, 15 amb. seats	$ 80,000
11.__.__				
11.__.__				
11.__.__				
Sub-total				$ 360,000

EQUIPMENT REQUEST (c)

11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. Do not show the Make. For example, 22' gasoline bus with lift, 12 amb. seats, 2 w/c positions (due to the higher cost of diesel vehicles the applicant shall be required to pay the difference in cost over that of a gasoline vehicle).

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $ 360,000_+ EQUIPMENT SUBTOTAL $ 0_ = $ 360,000_ (x).

(x) X 80% = $ 288,000 [Show this amount on Form 424 in block 15(a)]

EXHIBIT A

Current System Description

1. Overview of the organization, including its mission, program goals and objectives

The applicant is Escambia County. The goals and objectives related to serving the transportation disadvantaged (TD) community are in the Escambia County Transportation Disadvantaged Service Plan (TDSP) approved by the Escambia TD Coordinating Board on June 4, 2013. Applicable goals are listed below:

> Goal 1: Ensure availability of transportation services to the Transportation Disadvantaged. (Operational vehicles are needed to ensure availability of service).
> Goal 2: Ensure cost-effective and efficient transportation service. (High mileage vehicles are more costly to maintain and not as reliable as newer vehicles).
> Goal 3: Ensure quality of service provided to the Transportation Disadvantaged. (Clients have expressed concern being transported in the higher mileage vehicles with maintenance issues).

The fleet replacement table in the TDSP will be updated to reflect the Escambia County's request for six vehicles this year to replace vehicles.

2. Organizational structure, type of operation, number of employees, and other pertinent organizational information.

If the application is awarded, Escambia intends to lease the vehicles to Pensacola Bay Transportation LLC in the same manner as it currently leases four vehicles obtained by the TPO through Section 5316 in 2008. Pensacola Bay Transportation is the designated Community Transportation Coordinator (CTC) for Escambia and Santa Rosa Counties and is a public transportation provider. It is a for-profit organization with 100 employees. Its contract as the CTC is effective through June 2014. If another company wins the competitive bid to replace Pensacola Bay Transportation as the CTC, the vehicles remain titled and will remain in service.

3. Responsibility for insurance, training and management, and administration of the agency's transportation program. The TPO manages the 5316 grant and Escambia County manages the ADA and 5311 grant as a sub-recipient in coordination with the county's risk management office, legal office, budget office, fleet manager, and the clerk of courts office. Once the vehicles are leased, Pensacola Bay Transportation insures, operates and maintains them, trains drivers, and maintains safety, security and substance abuse programs.

4. Maintenance

Once leased, Pensacola Bay Transportation maintains them with monitoring checks conducted by the Escambia County, the TPO and FDOT.

5. Number of transportation-related employees

The TPO has two transportation planners working with Pensacola Bay Transportation. Pensacola Bay Transportation has 100 employees all transportation-related.

6. Drivers

Pensacola Bay Transportation has 28 full-time and 36 part-time drivers. Operation of the paratransit vehicles does not require a CDL.

7. Service routes and ridership numbers

The paratransit service is provided throughout the county which is 656 square miles and some trips are outside the county. Average round trip is 4 miles. Ridership numbers for the year ending June 30, 2013 were 113,684 ambulatory and 38,365 non-ambulatory and 319 stretcher for a total of 251,316 paratransit trips. Of these, 86636 were for elderly riders or riders with disabilities.

8. See Exhibit A-1 (page 4) of this document.

EXHIBIT B

Proposed Project Description:
Replacement of Six High Mileage Paratransit Vehicles
Serving Escambia County

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? More hours? Service in a larger geographic area? Shorter headways? More trips? Please explain in detail.

   The project is to maintain the existing paratransit service by replacing six high mileage vehicles primarily serving the urbanized area of Escambia County. Three new vehicles (2011) were obtained by Escambia County in 2009 through the American Reinvestment and Recovery Act of 2009. Prior to that, Escambia County had purchased one 2010 vehicle with FTA funds for use by the CTC. Sixteen of the Escambia County paratransit vehicles have exceeded 300,000 miles 7 of which is over 400,000. The county consists of 656 square miles.

2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.

   If awarded, the six vehicles will be titled and leased to Pensacola Bay Transportation who is the Community Transportation Coordinator (CTC) and provider of public transportation for Escambia County and Santa Rosa. The 35 paratransit vehicles currently serving Escambia County are housed and dispatched out of the Pensacola Bay Transportation office at Pensacola.

3. Give a detailed explanation of the need for the vehicle and provide evidence of the need.

   Vehicles: For the year ending June 30, 2013, a fleet of 28 vehicles serves residents of Escambia County. Of the vehicles serving Escambia County, 16 have over 300,000 miles. As of August 2013, the priority vehicles for replacement were one Ford E-350 wheel chair van with 436380 miles, a Ford E-250 wheelchair van with 428837 miles and a Ford E-350 van with 458199 miles.

   Trips: For the year ending June 30, 2013, Pensacola Bay provided 152,368 paratransit trips.

Trips for Elderly 55588	Trips for Elderly Disabled	23165
Trips for Disabled 54213	Trips for Elderly, Disabled, or both	86636

   Elderly and disabled population from the most current estimates or 2010 Census: According to the University of Florida Business and Economic Research (BEBR) 2009 estimate, Escambia's population was 297,619. The estimate further showed 47,024 individuals with disabilities and 42,929 over the age of 65.

   In June 2013, the Escambia Transportation Disadvantaged Service Plan was updated. On page 15, Table 1 estimated the 2013 potential transportation disadvantaged population as 124353, including 18979 disabled non-elderly, 39917 elderly non-disabled, and 22,649 disabled and elderly.

4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.

   The grant award will be to replace existing vehicles. The project is to maintain the existing paratransit service by replacing six high mileage vehicles primarily serving the urbanized area of

Escambia County. Current vehicles serving the urbanized area of the county continue to age.

5. Identify vehicles/equipment being replaced and list them on the "**Current Vehicle and Transportation Equipment Inventory**" form, provided elsewhere in this manual.

The six vehicles being replaced are the following and are also shown on the current equipment inventory with an asterisk to indicate they are in need of replacement.

Model Yr.	Make/size/type	FDOT control # or VIN	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage
2000	Ford E-250	1FBSS31L4YHB83739	lift	2 w/c 4 a	14568	189393
2002	Ford E-350	1FBSS31L52HA20377	lift	14 a	28219	310396
2002	Merc Gran Marquis	2MEFM74W22X22X603301	N/A	4 a	25472	280190
2003	Ford E-350	1FBSS31L03HB31209	lift	3 w/c 6 a	33278	332776
2003	Ford E-350	1FBSS31L13HB31221	lift	3 w/c 6 a	27196	271957
2003	Ford E-350	1FTNS24L77DA37971	lift	3 w/c 6 a	45390	272337

6. Describe how vehicles will be maintained without interruptions in service (who, what, where, and when).

The vehicles will be maintained by Pensacola Bay Transportation through a lease agreement. Most of the vehicle maintenance will be accomplished at the Pensacola location, where vehicle maintenance records are also kept. Service will not be interrupted if the current fleet number can remain at 35.

7. If vehicles/equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.

The proposed lessee/operator is Pensacola Bay Transportation.

a. Include an equitable plan for distribution of vehicles/equipment to lessees and/or private operators.

Pensacola Bay Transportation is the designated Community Transportation for Escambia County and the public transportation provider contracted by Escambia County to Provide Americans with Disabilities (ADA) Complementary paratransist service.

8. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant shall service minority populations and whether the applicant is minority-owned.

The applicant, Escambia County, is a government authority. The project will replace six high mileage vehicles used in the paratransit service in Escambia County. If awarded, the county will lease the vehicles to Pensacola Bay Transportation. Registration with Pensacola Bay Transportation for paratransit service is open to all. Pensacola Bay Transportation was once registered as a disadvantaged business enterprise, but is no longer.

PUBLIC NOTICE
INTENT TO PURCHASE VEHICLES FOR PUBLIC TRANSPORTATION

All interested parties within Escambia County are hereby advised that Escambia County is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of six vehicles (four 21' Champion with lifts and two Vans with lifts) for a total of $360,000 to be used for the provision of public transit services within the urbanized areas of Escambia County.

A public hearing has been scheduled at 11:00 a.m. Friday, February 7, 2014 at Escambia County Area Transit meeting being held at Escambia County Area Transit located at 1515 West Fairfield Drive, Pensacola, FL, for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by Wednesday, February 5, 2014.

Requests for a hearing must be addressed to Escambia County Area Transit, RE: Public Hearing Request, 1515 West Fairfield Drive, Pensacola, FL 32501 and a copy sent to FDOT District 3, Attn: Kathy Rudd, PO Box 607, Chipley, FL 32428-9990.

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

EXHIBIT D

Coordination

The applicant is Escambia County requesting vehicles to be used by the Community Transportation Coordinator (CTC), Pensacola Bay Transportation. Escambia County will add any vehicles awarded to the existing lease between Escambia County and Pensacola Bay Transportation. The vehicles will remain titled to Escambia County and will remain available for the existing CTC should there be a change in the designated CTC.

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

FEDERAL, FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Escambia County, Florida

The Applicant agrees to **comply with applicable provisions of Groups 01 — 24.** X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01	Required Certifications and Assurances for Each Applicant.	
02	Lobbying	
03	Private Sector Protections.	
04	Procurement and Procurement System.	
05	Rolling Stock Reviews and Bus Testing.	
06	Demand Responsive Service	
07.	Intelligent Transportation Systems	
08.	Interest and Finance Costs and Leasing Costs.	
09	Transit Asset Management and Agency Safety Plans.	
10	Alcohol and Controlled Substances Testing	
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	
12.	State of Good Repair Program.	
13	Fixed Guideway Modernization Grant Program.	
14	Bus/Bus Facilities Programs.	
15.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	
16	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program	
17	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	
18	Public Transportation on Indian Reservations and -Tribal Transit Programs.	
19	Low or No Emission/Clean Fuels Grant Programs.	
20.	Paul S Sarbanes Transit in Parks Program.	
21	State Safety Oversight Program	
22	Public Transportation Emergency Relief Program	
23.	Expedited Project Delivery Pilot Program.	
24	Infrastructure Finance Programs.	

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2013 FTA **CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Pro ect)

AFFIRMATION OF APPLICANT

Name of Applicant: Escambia County, Florida

Name and Relationship of Authorized Representative: Gene M. Valentino, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicants compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to ETA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies." 49 CFR part 3 1 , apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Gene M. Valentino Date: 5/21/13

Name Gene M. Valentino, Chairman
Authorized Representative of Applicant

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO. SEAL

ATTEST: Pam Childers
Clerk of the Circuit Court

Karen Harris
Deputy Clerk

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County, Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature Alison Rogers, ACA Date: 3/19/13

Name Alison Rogers
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicants Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorneys signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

BCC Approved 03-21-2013

EXHIBIT H

Applicant Certification and Assurance to FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

Escambia County certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated 1/21/2014:

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Section 341.051 Florida Statutes and Chapter 14-73 Florida Administrative Code.
3) It has the fiscal and managerial capability and legal authority to file the application.
4) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
5) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
6) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
7) It will return project vehicles/equipment to the Department if, for any reason, they are no longer needed or used for the purpose intended.
8) It recognizes the Department's authority to remove vehicles/equipment from its premises, at no cost to the Department, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
9) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior written approval of the Department.
10) It will notify the Department within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.
11) It will submit an annual financial audit report to the Department, if required by the Department.

Date: 1/24/14

Signature: _____

Herold Humphrey, General Manager

EXHIBIT K
Ask your CTC for this information

Coordinated Public Transit-Human Services Transportation Plan

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

Escambia County, Florida certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5311 dated 1/21/14:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9040.1F.

2) The name of this coordinated plan is provided below.

   _____Transportation Disadvantaged Sevice Plan (TDSP)_____

3) The agency that adopted this coordinated plan is provided below.

   _____Transportation Disadvantaged Local Coordinating Board_____

4) The date the coordinated plan was adopted is provided below.

   _____June 4, 2013_____

5) The page number of the coordinated plan that this application supports.

   _____17_____

For Escambia County, Florida

_____
Herold Humprey, General Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6375 **County Administrator's Report 13. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: United States Department of Agriculture Natural Resources Conservation Services Emergency Watershed Projects
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Project Agreement Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Agreement Program:

A. Authorize submittal of the following projects and approve Escambia County to serve as the local sponsor:

Project Name	Description	Estimated Cost
Swamphouse Road	Gully west of Davis Highway, which crosses under Smith's Fish Camp Road has washed out, along with Smith's Fish Camp Road, and is substantially damaged. The tributary to Escambia Bay and Escambia River is threatened.	$500,000
Gatewood Ditch	Gatewood Ditch is the overflow outfall from Ellyson Industrial Park Pond, located north of Johnson Avenue. The ditch, which runs adjacent to private property parallel to East Johnson Avenue and crosses under East Johnson Avenue near the Olive Road intersection, is substantially damaged. The flow in this ditch washed out the box culvert and roadway at East Johnson Avenue, which is currently under repair. The tributary to Escambia Bay is threatened.	$359,790
Glynn Broc Gully	Located just downstream of the Gatewood Ditch and Johnson Avenue. There is a large concrete flood control structure in the gully, which was originally a 1979 NRCS Project, which is threatened with a large amount of sediment and erosion. Loss of the structure threatens Scenic Highway and Olive Road. The tributary to Escambia Bay is threatened.	$700,000

Olive Road at gully	Parallel to Olive Road, just west of Scenic Highway, this gully threatens Olive Road. The tributary to Escambia Bay is also threatened.	$198,671
Cypress Point	East of Scenic Highway across from the Olive Road intersection, this gully drains Gatewood Ditch, Glynn Broc Gully, and Olive Road. The storm damage threatens several properties located along the Escambia Bay coastline and Escambia Bay.	$300,000
Willowbrook Dam	Controls stormwater flows which then cross Chemstrand Road. Chemstrand Road, properties downstream, swampland, and the tributary to Escambia River are threatened.	$500,000
Ten Mile Creek	Flows have caused the erosion of up to 30 feet of creek banks in some areas between Pine Forest Road and west of Stefani Road. A private pond and large amounts of private property have been eroded and are further threatened. Ten Mile Creek flows into Eleven Mile Creek, which flows into Perdido Bay. Several wetlands and private properties are threatened. The threat to Pine Forest Road Bridge and to local private property is immediate.	$1,400,000
Addison Drive	Flow from the area north of Addison Drive has caused severe erosion adjacent to and into private properties. Scenic Highway and the outfall into Escambia Bay are threatened.	$250,000
Crescent Lake	Dam breach has drained Crescent Lake and allows uncontrolled flows downstream through a large watershed that makes its way to Perdido Bay. Several major roadways and private properties downstream are threatened by water flows.	$674,531
Jackson Lakes	1,800 feet of major slope failure.	$1,000,000

B. Authorize the Chairman to execute any subsequent Agreements and program-related documents from the project list. This program has a very aggressive timeline (220 days from approval through construction) and we need the Board's authorization for the chairman to execute needed documents for the individual project(s); and

C. Accept, subject to Legal review and sign-off, easements, Hold Harmless Agreements, and other documents of conveyance, as may be required from property owners of Escambia County whose properties are adjacent to designated EWP sites.

[Funding for the 25% match is available in Fund 352, "LOST III"]

BACKGROUND:

The April 2014 storms produced floodwaters throughout Escambia County. Swollen streams caused excessive flooding and erosion that damaged many roadways, dams, culverts, and bridges. Escambia County has applied for a total of ten Emergency Watershed Program Applications for which EWP may provide funding. The work will consist of rebuilding damaged waterway structures, associated roadways, and other items as specified in each Damage Survey Report.

The most critical projects, as listed above, are:

Swamphouse Road
Gatewood Ditch
Glynn Broc Gully
Olive Road at gully
Cypress Point
Willowbrook Dam
Ten Mile Creek
Addison Drive
Crescent Lake
Jackson Lakes

This program reimburses 75% of the actual eligible constructon cost. In addtion, this program also reimburses eligible in-kind technical services not to exceed 7.5% of the actual eligible construction cost.

The Public Works Department, Engineering Divison, has received a Program Application for the Crescent Lake Dam from USDA-NRCS Emergency Watershed Program. Escambia County will serve as a sponsor for the applicant - Crescent Lake Preservaton Association (CPLA). The Damage Survey Report for Emergency Watershed Protection (EWP) Program Application for Crescent Lake/Bayou Marcus will rebuild and remove sediment at the Crescent Lake Dam. Our obligation for this project is estimated at 25% of $1,016,880 which is $254,220.

This program has a very aggressive timeline (220 days from approval through construction) and we need the Board's authorization for the chairman to execute needed documents for the individual project(s).

BUDGETARY IMPACT:

Funding for the 25% match is available in Fund 352 "LOST III".

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristual Hual, Assistant County Attorney, reviewed and approved the project Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Public Works Department will coordinate with the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

Attachments

Crescent Lake
Sponsor EWP Guide

EXAMPLE

United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program - Recovery

NRCS Entry Only
Eligible: YES [✓] NO [ ]
Approved: YES [ ] NO [ ]
Funding Priority Number (from Section 4) 2de

Section 1A

Date of Report: May 21, 2014
Limited Resource Area: YES [ ] NO [✓]
DSR Number: ESC-APR14-003
Project Number:

Section 1B Sponsor Information

Sponsor Name: Escambia County BOCC
Address: 221 Palafox Place
City/State/Zip: Pensacola, Florida 32502
Telephone Number: 850-595-1630 Fax: 850-595-4431

Section 1C Site Location Information

County: Escambia State: Florida Congressional District: 1st
Latitude: 30.4625 Longitude: 87.2737 Section: 44 Township: 1S Range: 30W
UTM Coordinates:
Drainage Name: Cresent Lake/ Bayou Marcus Reach: Within 1000 ft. North of Michigan Ave.
Damage Description: Stormwater caused overtopping of 72 Acre Lake embankment and failure in the emergency spillway, which resulted in downsteam flooding and deposition of sediment and debris.

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	✓		Apr. 29-Apr. 30 event : 26" rainfall in a 24 hr. period
Recovery measures would be for runoff retardation or soil erosion prevention?*	✓		
Threat to life and/or property?*	✓		Floodwater destroyed property in homes downstream
Event caused a sudden impairment in the watershed?*	✓		Apr. 29-Apr. 30 event : 26" rainfall in a 24 hr. period
Imminent threat was created by this event?**	✓		Michigan Ave. flooded 3 feet deep during the event
For structural repairs, not repaired twice within ten years?**	✓		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6***)	✓		
Proposed action technically viable? (Go to Page 9 ***)	✓		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES [✓] NO [ ]

Comments: The sponsor will notify the community.

* Statutory
** Regulation
*** DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Repair the breach in the Crescent Lake embankment and install concrete emergency spillway structure to replace emergency outlet. Sod and vegetate all disturbed areas. Remove debris and sediment from downstream channel to Michigan Ave. to prevent flooding.

Total installation cost identified in this DSR: Section 3: $674,531

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____

State EWP Program Manager

Approved By: _____ Date Approved: _____

State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

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The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Repair emergency spillway and remove sediment and debris from downstream channel	Continued sediment deposition and flooding potential	Remove Dam and restore stream
		2D Effects of Alternatives		
Soil				
Concentrated flow erosion	Embankment of Dam will continue to erode due to high flows and exposed soil	Repair to emergency spillway will stabilize soil and minimize further erosion	Continued Erosion will occur during each storm event	During concentrated flows erosion of stream channel will occur
Water				
Excessive sediment in surface waters	Eroded areas are depositing sediment into stream channel and Marcus Bayou	Repair to dam will minimize sediment loss to down stream areas	Continued Erosion will occur during each storm event and deposition will continue to occur	Sediment will be deposited in along stream channel and in downstream areas
Air				
No resource concern identified				
Plant				
Inadequate structure and composition	Eroded areas are depositing sediment which affects downstream wetland plants	Repair to Dam will minimize sediment loss to down stream wetlands	Continued erosion will deposit sediment in downstream wetland areas.	Wetland plants will develop in areas previously innundated.
Animal				
Inadequate Habitat for Fish & Wildlife – Habitat degradation	Eroded areas are depositing sediment into waterways which destroys habitat for wildlife	Repair to Dam will minimize sediment loss to downstream wetland habitat.	Continued erosion will deposit sediment in downstream wetland areas.	Wildlife habitat will eventually take over previously innundated area.
Other				

DSR NO: ESC-APR14-003

Section 2E Special Environmental Concerns

		Alternative and Effects		
Resource Consideration	**Existing Condition**	**Proposed Action**	**No Action**	**Alternative**
Clean Water Act Waters of the U.S.	gully erosion and sediment deposition	Minimal sediment deposition	sediment will continue to deposit downstream causing potential flooding	Sediment will be deposited in along stream channel and in downstream areas
Coastal Zone Management Areas	Deposition in waterways affects downstream.	Deposition to downstream waterways will be minimized.	Deposition into downstream waterways will have a negative effect.	Deposition in waterways affects downstream.
Coral Reefs	n/a	n/a	n/a	n/a
Cultural Resources	Dam is a cultural resource site	Dam is a cultural resource site	Dam will continue to erode away	Dam is a cultural resource site. This site would be affected, if removed.
Endangered and Threatened Species	no evidence in projected area	no evidence in projected area	no evidence in projected area	no evidence in projected area
Environmental Justice	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area	No low income or minorities adjacent to project area
Essential Fish Habitat	n/a	n/a	n/a	n/a
Fish and Wildlife Coordination	no coordination	Coordination with FWC and other agencies will be needed.	no coordination	Coordination with FWC and other agencies will be needed.
Floodplain Management	Flood flows would not be mitigated and would impact downstream homeowners.	Flood flows would be reduced due to dam and lake storage	Flood flows would occur and impact downstream homeowners.	Flood flows would occur and impact downstream homeowners.
Invasive Species	none in project area	none in project area	none in project area	none in project area
Migratory Birds	n/a	n/a	n/a	n/a
Natural Areas	n/a	n/a	n/a	n/a
Prime and Unique Farmlands	none in project area	none in project area	none in project area	none in project area
Riparian Areas	sediment deposition increased into downstream wetlands and Perdido Bay	sediment deposition decreased into downstream wetlands and Perdido Bay	sediment deposition increased into Perdido Bay	Riparian area will be expanded due to removal of the dam.
Scenic Beauty	n/a	n/a	n/a	n/a
Wetlands	Downstream wetlands are negatively impacted due to erosion	Stabilization of erosion and minimized deposition will have positive effect	Erosion and high flows will continue to negatively impact downstream	Restoration would have a positive affect on wetlands previously innundated.
Wild and Scenic Rivers	n/a	n/a	n/a	n/a

Completed By: Eddie Cooper/SLM

Date: 06/13/14

DSR NO: ESC-APR14-003

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages ($)	Damage Factor (%)	Near Term ($)
Properties Protected (Private)			
Appartments located downstream (14)	$532,000	30	$159,600
Properties Protected (Public)			
800 ft. of 5 lane Pave road - Michigan Avenue=800lf x $ 5.3M/mile	$803,000	25	$200,750
5 -15'x 6 'x 115' long Concrete Box Culverts	$500,000	25	$125,000
200 lf Concrete Headwall	$15,000	25	$3,750
Electric Utilities	$10,000	50	$5,000
Phone Utilities	$20,000	50	$10,000
Sewer Pump lift station	$350,000	25	$87,500
Business Losses			
Detour: 4.3 miles x 32,000 vehicles x 15 mpg x $1.40/ gallon x 30 days	$385,280	100	$385,280
Other			
School Bus route	$20,000	50	$10,000
Emergency Vehicle route	$20,000	50	$10,000
Mail Route	$20,000	50	$10,000
Utility Vehicle Access	$20,000	50	$10,000
Total Near Term Damage Reduction $			$1,016,880
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			$342,349

Completed By: J. King/SLM Date: 06/13/14

Section 2G Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☑	
Is there the potential for loss of life due to damages from the watershed impairment?	☑	☐	If Michigan Ave. were to flood again due stormwater runoff, there is potential loss of life to drivers on the roadway and to downstream homeowners.
Has access to a hospital or medical facility been impaired by watershed impairment?	☑	☐	Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road and there was no access to medicial vehicles or to medical facilities during the event. If structure is not replaced, this could be come a more frequent occurrence.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☑	☐	Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road and there was no access to stores or businesses as a result. If structure is not replaced, this could be come a more frequent occurrence. There is a 4.3 mile detour if this road closes and 32,000 vehicles/day use this road.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☑	☐	Michigan Ave was closed during the storm event that occurred. It is a major 5 lane road that was under 3 ft. of water due to the storm event. Cars were washed from the roadway. Public safety is at risk if the structure is not replaced.

Completed By: SLM Date: 06/13/14

DSR NO: ESC-APR14-003

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	5
American Indian/Alaska Native Female Non-Hispanic	90
American Indian/Alaska Native Male Hispanic	5
American Indian/Alaska Native Male Non-Hispanic	90
Asian Female Hispanic	28
Asian Female Non-Hispanic	529
Asian Male Hispanic	28
Asian Male Non-Hispanic	529
Black or African American Female Hispanic	304
Black or African American Female Non-Hispanic	5,769
Black or African American Male Hispanic	304
Black or African American Male Non-Hispanic	5,769
Hawaiian Native/Pacific Islander Female Hispanic	2
Hawaiian Native/Pacific Islander Female Non-Hispanic	34
Hawaiian Native/Pacific Islander Male Hispanic	2
Hawaiian Native/Pacific Islander Male Non-Hispanic	34
White Female Hispanic	392
White Female Non-Hispanic	7,442
White Male Hispanic	392
White Male Non-Hispanic	7,442
Total Group	29,190

Census tract(s) From2010 Census Trs 33.07, 33.09, 32.01, 32.04, 30.00, 31.00There are additional 339"Other"&1057 2 or more

Completed By: Eddie Cooper Date: 06/12/14

Section 2I Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Permits and easements will be provided by the sponsor.

Mitigation Description:

Consulation with other agencies needed to determine if mitigation is required.

Agencies, persons, and references consulted, or to be consulted:

US-FWS, ACOE, FL-DEP, NWFWMD.

DSR NO: ESC-APR14-003

Section 3 Engineering Cost Estimate

Completed By: J. King, Escambia Co./SLM Date: 06/13/14

This section must be completed by each alternative considered (attach additional sheets as necessary).				
Proposed Recovery Measure	Quantity	Units	Unit Cost ($)	Amount ($)
MOBILIZATION	1	LS	$20,000.00	$20,000
CLEARING AND GRUBBING	1	AC	$10,000.00	$10,000
STRUCTURE/DEBRIS REMOVAL	1	LS	$30,000.00	$30,000
DEWATERING	1	LS	$110,000.00	$110,000
TRAFFIC CONTROL	1	LS	$5,000.00	$5,000
POLLUTION CONTROL	1	LS	$5,000.00	$5,000
EXCAVATION	3,500	CY	$7.50	$26,250
EARTHFILL	5,000	CY	$16.00	$80,000
GRADING AND SHAPING	1	LS	$5,000.00	$5,000
3" TOP SOIL	2,000	SY	$20.00	$40,000
CONCRETE	500	CY	$310.00	$155,000
ROCK RIPRAP	500	SY	$150.00	$75,000
GEOTEXTILE	500	SY	$5.00	$2,500
SOD	4,840	SY	$4.00	$19,360
GRADED AGGREGATE BASE	1,750	SY	$14.00	$24,500
BOND AND INSURANCE	1	LS	$5,000.00	$5,000
SEED AND MULCH (for area of debris removal)	1	AC	$1,200.00	$600
Contingency (%)	10%		$61,321.00	$61,321
Total Installation Cost (Enter in Section 1F) $				$674,531

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☑		2de
2. Is this a site where there is serious, but not immediate threat to human life?	☑	☐		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☐	☑		
4. Is this site a funding priority established by the NRCS Chief?	☐	☑		
The following are modifiers for the above criteria			Modifer	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?			☐	
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?			☐	
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			☐	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			☑	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			☑	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			☐	

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:
There is a serious threat to life if the structure is not repaired. Flood flows from drainage area will not be mitigated by 72 Ac. impoundment. Michigan Avenue is a main 5 lane paved road. Closure of this roadway has a serious impact to surrounding residential and business community.

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Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

Repair the breach in the Crescent Lake embankment and install concrete emergency spillway structure to replace emergency outlet. Sod and vegetate all disturbed areas. Remove debris and sediment from downstream channel to Michigan Ave. to prevent flooding.

☑ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)

Chapter 5.2.2.1.1

Chapter 5.2.2.1.2

Chapter 5.2.2.3.1

Chapter 5.2.2.3.2

Chapter

☐ May require the preparation of an environmental assessment or environmental impact statement.

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 5B Comments:

Section 5C Sponsor(s) Review and Concurrence: _____

Sponsor Representative: _____

Title: _____ Date: _____

Section 6 Attachments:

A. Location Map

B. Site Plan or Sketches

C. Other (explain):

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

	Explanation of Requested Item	Who Completes
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage ($) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage ($) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes

	Explanation of Requested Item	Who Completes
2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

United States Department of Agriculture
Natural Resources Conservation Service

EMERGENCY WATERSHED PROTECTION PROGRAM

FLORIDA NRCS

Sponsor's EWP Guide

May 2013

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USDA - NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

SPONSOR'S GUIDE

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APPENDICIES

Appendix A – Sample Letter for Requesting EWP Assistance

Appendix B – List of NRCS District Conservationists

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Introduction

The USDA Natural Resources Conservation Service (NRCS) is authorized under Section 216 of Public Law 81-516, Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and Section 382, Title III, of the 1996 Farm Bill PL 104-127 to provide technical and financial assistance for emergency watershed protection. Codified rules for administration of the Emergency Watershed Protection (EWP) program are set forth in 7 CFR 624. Emergency watershed protection consists of measures to reduce hazards to life and property from natural disasters such as floods, drought, and the products of excessive runoff or erosion on any watershed impaired by a natural occurrence.

Financial and technical assistance may be made available through the EWP program when a watershed emergency is determined to exist by the NRCS State Conservationist (STC). Assistance is available to those public or private landowners, land managers, land users, or others who have a legal interest in, or responsibility for the properties threatened by a watershed emergency. Persons or entities must have exhausted or have insufficient funds or other resources available to provide adequate relief from the applicable hazards and install measures to protect life, homes, businesses, and other properties from further damage of subsequent storms.

Natural disasters include hurricanes, floods, fires, wind storms, earthquakes, and drought. Measures eligible for assistance include repairing existing water control structures, removing debris and sediment from channels, establishing vegetative cover, controlling gullies, and protecting stream and canal banks.

This document is intended to provide an overview of the EWP program and answer many frequently asked questions. Additional information may be obtained from the NRCS web site http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/ewp .

Emergency Watershed Protection Program

Definition

The EWP program is used to provide both technical and financial assistance to communities whose watersheds have been impaired by natural disasters. Typical disasters include floods, wildfires, tropical storms, hurricanes, tornadoes, and drought. The EWP program is used to restore the impaired watershed(s) to a stable hydrologic function following a natural disaster. The EWP program cannot be used for general maintenance of stream banks and other structures, or for long-term flood control.

All applicable Federal, state, and local laws, rules and regulations must be adhered to while carrying out emergency watershed protection measures.

Declaration of an Emergency

NRCS may be involved in two (2) different types of emergencies:

- Presidentially Declared Disaster
- Local Disaster

Through Public Law 93-288, the President of the United States can declare an area a "major disaster area." When a Presidentially declared disaster occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all disaster activities. EWP program assistance may be provided if the NRCS STC determines the EWP program is applicable.

In the absence of a Presidentially declared disaster and when local conditions warrant, the NRCS STC may declare a "local" emergency and, pending funding, provide assistance to requesting sponsors under the EWP program. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS.

The EWP program can be used whenever a natural disaster creates a sudden watershed impairment that is a threat to life and/or property. Normal rainfall events and required maintenance activities do not meet these criteria. The term "property" applies to significant infrastructures such as dwellings, office buildings, utilities, bridges, and roads. Land is not defined as property for the EWP program.

Funding for the EWP program is not a budgeted line item for NRCS. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and available basis. Therefore, funding to carry out this program is never guaranteed to be available at all times.

Types of Emergencies

There are two (2) categories of emergency work within the EWP program:

- Exigency and
- Non-exigency

Exigencies are emergency situations that require an immediate response (1 to 10 days) to protect against an imminent threat to life and/or property. An "imminent threat" is present when there is the potential for a subsequent natural event of the same intensity or less that will cause significant damage to property and/or threaten human life.

All other situations are termed "non-exigencies" and should be completed within two hundred and twenty (220) days from the date Florida NRCS receives EWP funding.

Eligible Sponsors

EWP assistance must be administered through an eligible project sponsor. A project sponsor is any legal subdivision of a State government or a State agency, including, cities, counties, towns, municipal authorities, Soil and Water Conservation Districts, Chapter 298 Districts, Native American Tribe or Tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450b), etc.

A project sponsor must have a legal interest in, or responsibility for, the areas threatened by a watershed emergency, be capable of obtaining necessary land rights and required permits, be capable of performing all required operation and maintenance (O&M) responsibilities, and administer contracting when part of a locally led contract.

Financial Assistance

NRCS provides financial assistance up to 75 percent of the construction costs for installing eligible emergency measures to protect lives and property. Sponsors are responsible for providing their 25 percent cost-share, obtaining the necessary permits and landrights, developing construction plans and specifications, contracting for installing the work, and providing for the operation and maintenance of completed emergency measures.

Counties/communities that have depressed economies are referred to as "limited resource areas" may be eligible for 90 percent of the eligible construction costs to complete the project. To be considered a limited resource area, the county must meet all three of the following criteria:

- Average housing values must be less than 75 percent of the state average housing value;
- Per capita income must be 75 percent or less than the median income for the nation; and
- Unemployment rate must be twice the U.S. average over the past three years.

Applying for EWP Assistance

Sponsors applying for EWP assistance must be entities of state, local or Tribal government.

Following a natural disaster, if a sponsor believes they are eligible for EWP assistance, the following steps will be used for requesting assistance.

- Sponsor submits a formal request to the NRCS STC for EWP assistance, within 10 days for exigency sites and within 60 days for non-exigency sites. See Appendix A for sample letter of request.
- NRCS field staff will contact the sponsor to set up a schedule to review the sites.
- NRCS and the sponsor will complete a damage survey report (DSR) for each site damaged from natural disasters. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies. See Appendix C for a copy of a DSR.
- Completed DSRs will be transmitted by NRCS field staff to the Florida NRCS EWP PM for review and determination of eligibility within sixty (60) calendar days of the sponsor's request for assistance.
- NRCS will request funding for approved eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

Damage Survey Reports

The Damage Survey Report (DSR) is used to document damage caused by a natural disaster, repair methods, and costs required to correct the problem. It is important to complete the DSR as completely and accurately as possible since it is the document used to determine eligibility and justify the expenditure of EWP funds. The costs and benefits computed for the DSR are estimates; however, they should be reasonable and based on the best professional judgment. It is

not expected that an excessive amount of time be expended completing the DSR. Generally, a majority of the DSR can be completed on-site based on conditions observed and with minimal surveys and other measurements.

For a site to be eligible for EWP program assistance, all of the following questions must be answered YES:

1. Damage was the result of a natural disaster (e.g. damage to structures residential or commercial, infrastructure, etc.)?
2. Recovery measures would be for runoff retardation or soil erosion prevention? (e.g. erosion damage to canal banks, roads, sediment blocking drainage, etc.; potential for increased erosion damages due to lack of groundcover).
3. Threat to life and/or property?
4. Event caused a sudden impairment to the watershed?
5. For structural repairs, the site has not been repaired twice within the last ten years?
6. Economic, environmental, and social documentation adequate to warrant action?
7. Proposed action technically sound?

Work must not begin before the execution of an agreement with NRCS.

See Appendix C for a copy of a DSR and instructions for completing the DSR.

Contracting for Works of Improvement

The contracting mechanism used for implementing EWP recovery efforts in Florida will be through a project agreement between the sponsor and NRCS. NRCS will provide the funding and technical and administrative support to the sponsors. The sponsor will be responsible for managing the planning, design, contracting, installation and certification of approved eligible measures within the allotted time frame.

Sponsors must meet the criteria in the National Contracts, Grants, and Cooperative Agreement Manual Procurement Standards giving special attention to Parts 510.31 through 510.34 and 510.50. Sponsors must have a financial management system in place that meets requirements of 7 CFR 3016.20. In addition, sponsors must have procurement standards in place to meet the requirements of 7 CFR 3016.36. Appendix D contains the Administrative Readiness Questionnaire and may help to determine if a potential sponsor is adequately prepared to administer EWP funds. The NRCS Contracting Officer can provide assistance in determining whether or not a sponsor meets these requirements.

If a sponsor is not adequately equipped to directly administer EWP funds, they must retain the services of an organization with those capabilities for their assistance in administering EWP funds.

As soon as Florida NRCS has been notified that EWP funds are available, NRCS will prepare a project agreement for the sponsor's signature. The project agreement obligates funds for the

repair and establishes the time period (220 days for non-exigency and 10 days for exigency projects). The time starts as soon as Florida NRCS receives EWP funds for the event.

During performance of the project agreement, NRCS will appoint a Project Manager to provide assistance. The sponsor will administer the project with minimal agency collaboration, participation, or intervention as long as it is performed in accordance with the terms of the project agreement. NRCS oversight will include the following:

- Review and concurrence of recipient construction plans and specification prior to award.
- Normal Federal management during the project such as site visits, performance reports, financial reporting, and audits to ensure that standards, objectives, terms, and conditions of the project are accomplished.
- General statutory requirements agreed to in advance of the award such as civil rights, environmental protection, and provisions for the handicapped.
- Review of performance after completion.
- Involvement to correct deficiencies in project or financial performance in accordance with the terms of the agreement.

There are two (2) types of agreements used for EWP in Florida

- Locally Led Contracting (see Appendix E) and
- Force Account (see Appendix F).

In both type of agreements, the sponsor will be responsible for completing the survey, designs, engineering plans and specifications, contracting, and construction inspection.

Locally Led Contracting

The sponsor awards and administers the construction contract using applicable state, local and Federal laws and regulations. The sponsor completes a solicitation package notifying interested bidders. The sponsor will also conduct a site showing, issue amendments, conduct the bid opening, abstract the bids, evaluate the apparent low bidder, award the contract, obtain applicable bonds, issue notice to proceed and administer the contract.

Force Account Agreement

Sponsor will complete the work with their own equipment, work force and supervisory personnel, and be experienced in doing this type of work. In some cases equipment may be rented, with or without operators, to supplement their own work force. An agreement and plan of work will be negotiated and signed prior to the sponsor beginning work. NRCS will reimburse 75 percent of the cost of construction. The sponsor is responsible for 100 percent of the cost of technical services. The sponsor is required to keep detailed reports of expenses incurred to support their requests for reimbursement.

Supporting Documentation

EWP sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985). Files should be maintained on each EWP funded agreement for a period of three years after the project is completed. If the project is the object of litigation that begins before the end of the three-year period, records will need to be maintained until the end of the litigation or the three-year period, whichever is longer.

Landrights

The sponsor must possess the legal authority to obtain landrights. The sponsor is responsible to obtain the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc, and submitting a signed Form NRCS-ADS-78, "Assurances relating to Real Property Acquisition,"(see Appendix H) and a signed attorney's opinion,(see Appendix I), as appropriate.

Permits

EWP work often involves construction in and along streams. The Federal Section 404 Clean Water Act requires a permit for any construction activity that involves the placement of dredged or fill materials in "Waters of the United States." These waters include navigable waters and tributaries, interstate waters and tributaries, and any other waters including lakes, intermittent streams, and wetlands.

Generally in-stream EWP construction activities do not require an individual 404 Permit. The type and extent of work encountered on EWP projects is usually covered by one of the following Nationwide Permits:

<u>NWP 13 Bank Stabilization</u> **-** Applies to bank stabilization activities necessary for erosion prevention where:

- the bank stabilization activity is less than 500 feet in length.
- the activity will not exceed an average of one cubic yard of fill material, per running foot, placed along the bank below the plane of the ordinary high water mark.
- no material is placed in any special aquatic site, including wetlands.
- notification will be given to the United Stated Army Corps of Engineers (USACOE) when bank stabilization activities exceed 500 feet in length or fill exceeds an average of one cubic yard per running foot.

<u>NWP 37 Emergency Watershed Protection and Rehabilitation</u>- Applies to work done by or funded by the Natural Resources Conservation Service qualifying as an "exigency" situation, under its Emergency Watershed Protection Program.

Sponsors are required to consult with USACOE and United States Fish and Wildlife Service (USFWS) for any "in stream" projects.

Design Process

Prior to starting the design, the sponsor's engineer shall meet with the NRCS Project Manager to discuss the design parameters. NRCS will provide standard drawings and details used for similar sites. The design process will be as follows.

a. Sponsor will schedule a pre-design conference with the NRCS engineer to set design parameters and schedule.

b. Sponsor will submit 30, 60, 90 percent plans and specifications to NRCS for review and concurrence by NRCS engineer.

c. Sponsor will provide NRCS a final copy of construction plans and specifications signed and sealed by a registered professional engineer, quality assurance plan, and operation and maintenance plan prior to start of construction and preferably prior to bid solicitation for locally led contracting.

Cost Share

Reimbursable Items and Allowable Costs for Technical Services

- Locally Led Contract ─ Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. Under a Locally Led Contract agreement, NRCS may reimburse the sponsor for in-kind technical up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.

- Force Account ─ Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. NRCS may reimburse the sponsor for in-kind technical services up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.

Reimbursable Items and Allowable Costs for Construction

- Locally Led Contract ─ Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor. Sponsors may provide their share of construction costs in the form of cash or in-kind services, such as labor, materials, and/or equipment.

- Force Account Agreement ─ Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor.

Purchased materials may be reimbursed as part of EWP force account projects. These materials are those that are a direct part of the repair. It is anticipated that these materials will generally be limited to riprap, geotextile, and seeding and mulching. If grout, pipe, or other materials are required for the repair, it should be documented as part of a pre-design conference participated in by an NRCS representative.

Unit costs for these materials will be compared against those considered reasonable by NRCS and be based on previous EWP work. All requests for reimbursement of material costs must be supported by receipts or invoices that detail quantities and unit costs used for each site.

Labor and equipment costs for repair work will be reimbursed on the basis of actual costs as shown on an invoice that is certified by an authorized representative of the sponsor. These charges must be supported for audit purposes by time sheets, job diaries, and receipts or invoices for any expenses associated with labor or equipment operation.

Reimbursable labor costs may include both wages and benefits. Reimbursable equipment costs may include, but are not limited to, fuel, lubricants, transport, equipment rental, and minor incidental repairs that are directly attributable to eligible work performed at the EWP site. Normally FEMA equipment rates are used for reimbursing equipment used for the construction.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection will NOT be reimbursable.

Reimbursement

Sponsors requesting reimbursement for EWP approved repair costs must submit a completed form SF-270 and include documentation for any eligible expenditure that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the sponsor and a summary (labor, materials, equipment, contracts, etc.) of the actual eligible construction cost.

Form SF-270, Request for Advance or Reimbursement can be submitted as often as needed to receive reimbursement. Sponsors will be paid by electronic funds transfer (EFT) in approximately 14 days after the reimbursement request is approved by NRCS.

See Appendix J for a copy of SF-270.

Operation and Maintenance

The sponsor will implement the operation and maintenance on all EWP structural measures. NRCS may periodically visit the site to determine if the measure is function as planned.

See Appendix K for a sample operation and maintenance (O&M) plan.

Frequently Asked Questions

1. Q What is a "sudden watershed impairment"?

A A sudden watershed impairment is caused by a natural disaster and is widespread over a watershed area. The damage renders the streams, creeks, and drainage ways incapable of their normal function and threatens life or property.

2. Q How do we request EWP help and how soon do we need to ask for help after the disaster event?

A A sponsor can apply for EWP help at the local NRCS office. A formal letter of request to the NRCS STC should be sent as soon as possible after conditions permit access to the damaged areas, but no later than 10 days after the storm event for exigency sites and 60 days for non-exigency sites. (See Appendix A for example of a letter of request).

3. Q Can EWP funds be used on a non-Presidential-declared disaster?

A Yes. The NRCS STC can declare a localized disaster.

4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?

A The Florida and local EMC will coordinate state activities. FEMA generally provides Federal guidance.

5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?

A This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA's TP40). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount.

http://www.nws.noaa.gov/oh/hdsc/PF_documents/TechnicalPaper_No40.pdf

6. Q What can be used to satisfy the sponsor's 25% cost-share requirement when the construction work is contracted out (Locally Led Contract Agreement)?

A Either cash or "in-kind" construction services or a combination of the two. In-kind construction services include costs associated with materials, equipment, and labor.

7. Q What is an exigency site and how long does the sponsor have to fix such a site?

A An exigency situation exists if there is an immediate threat of damage to life or property- immediate action must be taken. After the sponsor is notified that funds are available, work on an exigency site must be completed within 10 days.

8. Q How long does the sponsor have to fix non-exigency sites?

A All sites should be *repaired* as soon as possible. However, work on non-exigency sites must be completed within 220 days after the EWP funds have been made available to Florida NRCS. On smaller projects, less than 220 days may be required.

9. Q The sponsor has decided to perform the work associated with EWP (Force Account). What expenses will be reimbursed?

A NRCS will reimburse 75% of the work-related construction expenses for materials incorporated into the site, and labor and equipment used to perform the *work*.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection are ***NOT REIMBURSABLE***.

10. Q What type of easements are required for EWP work?

A For permanent, long-life measures that are off the sponsor's right of way (R.O.W.), permanent easements should be obtained. *Work* permits may be adequate for work consisting of shaping, vegetation, and minor rock structures. The sponsors are responsible for obtaining the easements or permits they deem necessary for accomplishing the work and for providing future maintenance. The sponsors must provide NRCS written assurance that the necessary easements and permits have been obtained, but they do not have to provide copies of the easements.

11. Q Which sites must have a site-specific O&M Plan prepared?

A Permanent, long-life measures such as gabion structures, large pipe drop structures, large grade stabilization *structures*, etc., require a formal Operation and Maintenance (O&M) Plan. O&M on these sites is required for at least 5 years.

12. Q What kinds of damage are eligible for repair under the EWP program?

A Typical examples that threaten life or property are:

- Head-cutting gullies.
- Severely eroded stream banks and drainage ditches.
- Landslides.
- Wildfire damage.
- Tornado and flood debris in streams.
- Channel stabilization at culverts and bridges.
- Recent sediment deposits in streams and drainage ditches.
- Debris from wind or ice storms.

13. Q What kinds of damage are not eligible for repair under the EWP program?

A *Damage* that would be expected from a "normal" storm event. This is considered routine operation and maintenance.

- Damage that existed before the disaster event.
- Washed-out road fills, road surfaces, bridges, culverts, utilities, and similar structures.
- Erosion that only threatens farmland, woodland, or pastureland.
- Damage to beaches, dunes, or shorelines.
- *Damage* to structures installed by other federal agencies, such as canals and drainage channels built by the Corps of Engineers.

14. Q Are landslides eligible for EWP assistance?

A If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance.

EXAMPLE: A hillside adjacent to a roadway experiences a slope failure during a storm event. The *slide* has filled the road ditch and is about to move onto the roadway. Removal of the slide material and stabilization of the site would qualify for EWP assistance assuming economic and other criteria were met.

15. Q What is an example of a landslide that would not qualify?

A A slide that is wholly or primarily within the road fill is considered reconstruction of the transportation facility and would not be eligible for EWP assistance. Another example is a roadside cut that has a history of shallow slides that frequently deposit material in the road ditch. This is considered a pre-existing problem and repair would be considered normal O&M for the site.

16. Q Can a site be fixed that has been an operation and maintenance nightmare for years prior to the storm event?

A No. EWP funds are not to be used to fix pre-existing problems unless the damage due to the storm *event* is significantly greater than the pre-existing condition of the site. NRCS will assess the site and determine if damage is due to lack of O&M or if it is due to a specific storm event. The watershed impairment has to have occurred in the event(s) associated with the request for assistance. The purpose of the EWP program is to fix impairments related to disasters and not to provide maintenance for infrastructure.

17. Q A gully is threatening a federal aid highway. Can the EWP program be used to stabilize the gully and protect the road?

A No. The federal aid highway is eligible for the Emergency Relief Program administered by the Federal *Highway* Administration of the Department of Transportation (DOT).

18. Q What if no federal highway funds are available for this storm event?

A It does not matter. If the site is "eligible" for the highway program, it is not eligible for EWP assistance.

19. Q Can EWP funds be used to construct a new channel to provide the drainage necessary for protection from flooding that is creating a hazard to life and property?

A No. EWP *funds* cannot be used to construct a new channel, realign a channel, or do work that increases the pre-disaster capacity of a channel.

20. Q A large gully existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the gully head cut to move and threaten the road. Can EWP funds be used to stabilize the gully and protect the road?

A Yes.

21. Q A county road has been completely cut through by a gully during the storm event. Can EWP funds be used to rebuild the road?

A No. EWP funds cannot be used to repair or rebuild public facilities. If the event caused a grade stabilization problem downstream, EWP funds could be utilized to solve that situation.

22. Q An eligible site can be adequately repaired and stabilized with riprap. The design engineer wants to design for a permanent solution including concrete and pipe. Can this be allowed in the EWP program?

A The riprap solution is all that can be paid for in the EWP program. Any additional costs associated with a more expensive alternative solution must be incurred by the sponsor.

23. Q A stream bank is eroding and threatening cropland. Can EWP funds be used to riprap the stream bank.

A No. EWP *funds* cannot be used to protect cropland or pastureland. Other programs are available for this.

24. Q A farm pond is immediately upstream of a county road. The flood has caused the emergency bypass of the pond to erode severely. If the pond should fail, the road will be washed out. Can EWP funds be used to stabilize the emergency bypass of the pond?

A Yes. In this case there is more than one beneficiary. The county or other appropriate body must agree to *sponsor* the repair. Normally repairs to farm structures are performed with other programs such as Emergency Conservation Program (ECP). However, where there is a clear threat to public property, repairs can be made with EWP funds.

25. Q A site qualifies for assistance based on the type of damage; however, the economic benefits are significantly less than the cost of restoration. What are the alternatives?

A In some cases the site would be eligible for assistance without economic justification. If there is a clear and significant hazard to life, or if the damage completely isolates residences or businesses from fire *and* emergency team access, the site may qualify.

26. Q Can a prior EWP funded site be eligible for financial assistance during a subsequent event?

A Yes, but no more than twice in a 10-year period. The intent of the EWP program is to provide emergency repairs to restore sites to their pre-storm condition. It is expected that sponsors would make additional improvements as needed to insure long-term stability. Debris removal sites are not subject to the "twice in 10 years" restriction.

27. Q A gully below a road is being repaired with an EWP contract. During construction it is discovered that the culvert invert is rusted out. Can the culvert be replaced with EWP funds?

A No. Repair and replacement of transportation facilities (roads and bridges) is not eligible for EWP *assistance*. The sponsor may have the contractor replace the culvert while working on the site, but the total cost for replacement of the culvert will be the responsibility of the sponsor.

28. Q The county (or city) has already performed emergency repair work at a location prior to requesting assistance from the EWP program. Can this work that has already been performed be reimbursed through the EWP program?

A No.

29. Q How "fancy" (neat and detailed) do construction drawings have to be?

A Drawings only need to be as detailed as is necessary to convey the information required to *construct* the work. The amount of detail should be commensurate with the complexity of the site. For force account work, simple pencil drawings may be adequate. Keep in mind that formal contracts generally require more details and should be more specific to avoid contract disputes.

30. Q Do all engineering plans developed by the sponsor need to have a P.E. seal?

A Yes, *except* for debris removal.

31. Q Do NRCS engineers have to review all plans developed by the sponsor's engineer?

A No. However, NRCS engineers will provide a cursory review of the engineering plans and specifications. All NRCS review comments are to be incorporated into

the plans. Upon agreement with the plans and specifications, the NRCS engineer will concur with the engineering plans and specifications.

32. Q What construction specifications are used for EWP work?

A The sponsor's engineer may develop specifications, use FL DOT specifications, or use specifications provided by NRCS. NRCS construction specifications are available in MSWord or PDF (Portable Document Format) format on the NRCS web site http://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21428 . Items of Work and Construction Details specific to the site must be added by the designer. The sponsor's engineer is ultimately responsible for the construction specifications used.

33. Q EWP work involves removal of debris from a stream. Can equipment be used in the bottom of the streambed to do this work?

A Generally, no. All work must be performed in the most environmentally sensitive manner possible. When possible, debris removal from a stream should be performed with heavy equipment from the top of the streambank. Only disaster related debris can be removed.

34. Q Who performs the final inspections?

A The sponsor is responsible for inspections to insure that repairs are completed as designed. NRCS personnel will look at each site to confirm that the repair was made and in keeping with the work that was planned for the site. NRCS will not do an item-by-item inspection. However, if any critical deficiencies are noted by NRCS personnel, they must be corrected before final payment is reimbursed.

35. Q Can some of the sites in a project agreement be paid before all the sites included in the agreement are complete?

A Yes. SF-270, Request for Advance or Reimbursement http://contacts.gsa.gov/webforms.nsf/0/A2728A279E35054E85256AA10042F275/$file/SF%20270.pdf may be submitted for one or groups of completed sites. The sponsor will have to pay for the works of improvement prior to reimbursement and provide supporting documentation to justify the reimbursement. It is the sponsor's responsibility to track expenses (labor, materials, equipment, services) and keep accurate records for reimbursement.

36. Q What should be done if a cost-overrun occurs?

A As soon as it is apparent that repair costs will exceed the estimate, notify the NRCS Project Manager and request an amendment to the project agreement. If the additional costs are justified, *normally* there will be no problem obtaining the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the project agreement.

37. Q If the sponsors are unable to complete the agreed-to-work within the allotted time, what should they do?

A They should notify the NRCS district conservationist and request a time extension to the STC at least 30 days prior to the agreement completion date. If they are working *diligently* to complete the work and delays have been outside the sponsor's control, an extension will generally be granted.

38. Q Are PL -566 structures eligible for EWP assistance?

A Yes.

39. Q Once the work is completed and the sponsors have submitted a request for payment, how long will it be before they receive payment?

A Payment is usually made within 10 to 14 working days.

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Appendixes

Appendix A — Sample Letter for Requesting EWP Assistance

Appendix B — List of NRCS District Conservationists

Appendix C — Damage Survey Report

Appendix D — Administrative Readiness Questionnaire

Appendix E — Project Agreement – Locally Led Contracting

Appendix F — Project Agreement – Force Account

Appendix G — Special Provisions

Appendix H — Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

Appendix I – Sample Attorney's Opinion Letter

Appendix J — Form SF 270 – Request for Advance or Reimbursement

Appendix K — Sample Operation and Maintenance Plan

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<*SPONSOR'S LETTERHEAD*>

<*Enter Date*>

Russell Morgan
State Conservationist
Natural Resources Conservation Service
2614 NW 43rd Street
Gainesville, Florida 32606

Dear Mr. Morgan:

We request Federal assistance under the provisions of Section 216, Public Law 516, to restore damages sustained in <*Enter Name of County, City, etc.*> by storms of <*Enter Name and/or Type of Disaster that Occurred*> on <*Enter Date Disaster Occurred*>. This work is needed to safeguard lives and property from an imminent hazard of <*Enter Hazard Type*>.

Due to <*Enter Type of Disaster on Enter Date*> the <*Describe the type or types of damage and locations (e.g. streambank next to the County Road Bridge 2A is eroding and threatening to damage the bridge and eventually take the bridge out if the erosion is not stopped*.>

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring landrights and any permits needed to construct, and if required, to operate and maintain the proposed measures.

We do not have sufficient funds to provide adequate relief from the <*Enter Name of Disaster*> hazards. We understand that as a sponsor of this project we are required to provide a minimum of 25% of the total installation cost as cash or in-kind construction services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

<*Enter Name*>
<*Title*>>
<*Address*>
<*Telephone Number*>
<*Email address*>
<*FAX Number of Sponsor's Representative*>

Please contact <*Enter Person's Name from Above Paragraph*> for any additional information that you might need in assessing our request.

Sincerely,

<*Enter Name*>
<*Enter Title*>

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Appendix B – List of NRCS District Conservationist

COUNTY	NAME	ADDRESS	PHONE	FAX
Alachua	Monica Jones District Conservationist	5709 N.W. 13th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Baker	Allen Moore District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Bay	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
Bradford	Monica Jones District Conservationist	5709 N.W. 13th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Brevard	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
Broward	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Calhoun	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Charlotte	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-997-7331 Ext.3	239-997-7557
Citrus	Jill Dobbs District Conservationist	2441 NE 3rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
Clay	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
Collier	Bob Beck District Conservationist	14700 Immokalee Road Naples, FL 34120-1468	239-455-4100	239-455-2993
Columbia	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
DeSoto	Dan Schabilion District Conservationist	316 North 7th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
Dixie	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
Duval	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Escambia	Josh McElhaney District Conservationist	151 Highway 97 Molino, FL 32577-5553	850-587-5404 Ext. 3	850-587-5406
Flagler	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
Franklin	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Gadsden	Karyn Ruiz Toro District Conservationist	2148 West Jefferson St. Quincy, FL 32351	850-627-6355 Ext. 3	850-627-4267
Gilchrist	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724

COUNTY	NAME	ADDRESS	PHONE	FAX
Glades	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
Gulf	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Hamilton	Chris Menhennett J District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
Hardee	Dan Schabilion District Conservationist	316 North 7th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
Hendry	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
Hernando	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
Highlands	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
Hillsborough	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
Holmes	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
Indian River	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
Jackson	Mary Jane Nelson District Conservationist	2741 Pennsylvania Ave., Ste 6 Marianna, FL 32448	850-526-2610 Ext. 3	850-526-7534
Jefferson	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
Lafayette	Melvin DeShazior District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
Lake	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275
Lee	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-533-3622	239-482-2605
Leon	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
Levy	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
Liberty	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Madison	Jazelle Jusino District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
Manatee	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015

COUNTY	NAME	ADDRESS	PHONE	FAX
Marion	Jill Dobbs District Conservationist	2441 NE 3rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
Martin	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
Miami-Dade	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Monroe	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Nassau	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Okaloosa	Darryl Williams District Conservationist	938 N. Ferdon Blvd. Crestview, FL 32536	850-682-3714 Ext. 3	850-682-8731
Okeechobee	Howard Harrison District Conservationist	452 Highway 98 North Okeechobee, FL 34972-4168	863-763-3619 Ext. 3	863-763-6407
Orange	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-847-4465	407-847-0959
Osceola	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-792-2727 Ext. 3	407-847-0959
Palm Beach	Rosa Reyes District Conservationist	420 South SR 7, Suite 162 Royal Palm Beach, FL 33414	561-712-6321	561-792-9094
Pasco	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
Pinellas	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
Polk	Edward Sheehan District Conservationist	1700 Highway 17 South, Ste. 2 Bartow, FL 33830-6633	863-533-2051 Ext. 3	863-533-1884
Putnam	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
Santa Rosa	Trent Mathews District Conservationist	6285 Dogwood Drive Milton, FL 32570-3544	850-623-3229 Ext. 3	850-623-8012
Sarasota	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015
Seminole	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
St. Johns	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
St. Lucie	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
Sumter	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275

COUNTY	NAME	ADDRESS	PHONE	FAX
Suwannee	Chris Menhennett District Conservationist	10096 US Highway129 Live Oak, FL 32060	386-362-2622 Ext. 3	386-362-3375
Taylor	Melvin DeShazior District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
Union	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
Volusia	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
Wakulla	Stephen Tuller Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
Walton	Jason Hayford District Conservationist	239 John Baldwin Rd., Ste. B DeFuniak Springs, FL 32433	850-892-3712 Ext. 3	850-892-6002
Washington	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674

Appendix C – Damage Survey Report

A DSR will be completed for all sites evaluated with priority given to exigency sites. NRCS will take the lead in completing the DSR with assistance from the sponsor. Site eligibility will consider the economic, social, and environmental defensibility and determine technically sound design alternatives to remove the threat.

For exigency sites the initial DSR may cover just the work necessary to relieve the exigency situation. This work must be completed within 10 days of discovery of the site. A second DSR and contract may be necessary to alleviate any remaining hazard causing an emergency situation.

On sites determined to be ineligible, DSR Team will document the reason for ineligibility in the remarks section on page 6 of the DSR. An example of this would be "no stream flow impairment" or "does not meet economic defensibility."

Listed below are some items and tips for completing DSRs:

1. DSR No. – The DSR number should be a short abbreviation of the sponsor name, year, and Site No. (EXAMPLE: Friendly County, 2012Site No. 1 would be written, FRNDCO-12-001.). Do not reuse the numbers that were assigned to previous events because this could cause confusion in record keeping.

2. Complete a DSR for each major site that can be isolated. In some instances, however, it is appropriate to group several locations into one DSR. For example, an area with 3 sites in close proximity could be grouped into one DSR. On the site plan map, individual locations could be shown as Site A, Site B, etc., and costs calculated for each location. The summary of the costs for the individual sites would then be shown on the DSR.

3. Location Map – Attach an aerial map of the site locations to the DSR. The map should show the upstream and downstream areas (structures, homes, streams, etc.) that are and will be affected if the site is not repaired. The site location should be shown or described in sufficient detail that a person not familiar with the site could locate it on the ground (provide coordinates of the site in NAR-North American 83 or NAS-C NA27 Conus/Clk66 format or Lat-Long (degree, minute, seconds)). Each site will be located on a suitable map that clearly shows the site location and the upstream and downstream conditions.

4. Site Plan – Attach a sketch showing the pre-storm and post-storm conditions, the proposed works of improvement, work limits, haul roads, dump sites, and areas damaged and its proximity to threatened structures to the DSR. The site plan should also include a description or sketch of the proposed repair, including any applicable standard drawings. The site plan should agree with and compliment the Engineer's cost estimate. A cost estimate will be prepared for each alternative.

5. Photographs – Attach digital photographs of the site to the DSR photographs that clearly show the damage.

The completed DSR will be signed by the DC, engineer, and sponsor and forwarded to the Florida NRCS EWP PM.

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United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

DAMAGE SURVEY REPORT (DSR)

Emergency Watershed Protection Program - Recovery

NRCS Entry Only

Eligible: YES ☐ NO ☐

Approved: YES ☐ NO ☐

Funding Priority Number (from Section 4)

Section 1A

Date of Report: _____ Limited Resource Area: YES ☐ NO ☐

DSR Number: _____ Project Number: _____

Sponsor Name:
Address:
City/State/Zip:
Telephone Number: _____ Fax: _____

County: _____ State: _____ Congressional District: _____

Latitude: _____ Longitude: _____ Section: _____ Township: _____

UTM Coordinates: _____

Drainage Name: _____ Reach: _____

Damage Description:

Site Eligibility	**YES**	**NO**
Damage was a result of a natural disaster?*		
Recovery measures would be for runoff retardation or soil erosion prevention?*		
Threat to life and/or property?*		
Event caused a sudden impairment in the watershed?*		
Imminent threat was created by this event?**		
For structural repairs, not repaired twice within ten years?**		
Site Defensibility		
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6***)		
Proposed action technically viable? (Go to Page 9 ***)		

Have all the appropriate steps been taken to ensure that all segments of the population have been informed of the EWP program and its possible effects? YES ☐ NO ☐

Comments:

*** DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO:

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Total installation cost identified in this DSR: Section 3: $

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____

State EWP Program Manager

Approved By: _____ Date Approved: _____

State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-941 0 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO:

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		2D Effects of Alternatives		
Soil				
Water				
Air				
Plant				
Animal				
Other				

DSR NO:

Section 2E Special Environmental Concerns

		Alternative and Effects		
Resource Consideration	**Existing Condition**	**Proposed Action**	**No Action**	**Alternative**
Clean Water Act Waters of the U.S.				
Coastal Zone Management Areas				
Coral Reefs				
Cultural Resources				
Endangered and Threatened Species				
Environmental Justice				
Essential Fish Habitat				
Fish and Wildlife Coordination				
Floodplain Management				
Invasive Species				
Migratory Birds				
Natural Areas				
Prime and Unique Farmlands				
Riparian Areas				
Scenic Beauty				
Wetlands				
Wild and Scenic Rivers				

Completed By: _____ Date: _____

DSR NO:

	Future Damages ($)	Damage Factor (%)	Near Term ($)
Properties Protected (Private)			
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction $			
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			

Completed By: _____ Date: _____

DSR NO:

Section 2G Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			

Completed By: _____ Date:

DSR NO:

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
Total Group	

Census tract(s) _____

Completed By: _____ Date: _____

DSR NO:

Section 2I Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Mitigation Description:

Agencies, persons, and references consulted, or to be consulted:

DSR NO:

Section 3 Engineering Cost Estimate

Completed By: Date:

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure	Quantity	Units	Unit Cost ($)	Amount ($)
Total Installation Cost (Enter in Section 1F) $				$

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other	(Specify)

DSR NO:

Section 4 NRCS EWP Funding Priority

Priority Ranting Criteria	**Yes**	**No**	
1. Is this an exigency situation?			
2. Is this a site where there is serious, but not immediate threat to human life?			
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?			
4. Is this site a funding priority established by the NRCS Chief?			
The following are modifiers for the above criteria			**Modifer**
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?			
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?			
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			
d. Will the proposed action or alternatives protect or conserve existing wetlands?			
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			

DSR NO:

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

☐ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)

Chapter _____

Chapter _____

Chapter _____

Chapter _____

Chapter _____

☐ May require the preparation of an environmental assessment or environmental impact statement. The action will be referred to the NRCS State Office on this date.

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 5B Comments:

Section 5C Sponsor(s) Review and Concurrence: _____

Sponsor Representative: _____

Title: _____ Date: _____

Section 6 Attachments:

A. Location Map
B. Site Plan or Sketches
C. Other (explain):

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	
	Explanation of Requested Item	**Who Completes**
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.

2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage ($) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage ($) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes

	Explanation of Requested Item	Who Completes
2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Appendix D – Administrative Readiness Questionnaire

ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to NRCS (address below) before an EWP cooperative agreement will be executed with a sponsor.

USDA/NRCS/State Office
ATTN: Contracting Officer
2614 NW 43rd Street
Gainesville, FL 32606

Sponsor: _____

(Name and Mailing Address) _____

Phone: _____ FAX: _____

Name and Title of Person Completing Questionnaire:

_____ _____
Please Type or Print Signature

1. Have you or your staff administered grants or loans from other federal programs in the past? _____
   If yes, please list the federal agencies involved: _____

2. Have you or your staff previously:

   _____ Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars,

   _____ Completed actions in compliance with a Free and Open competition clause in a contract funded totally or in part with federal dollars,

   _____ Prepared a contract solicitation package for a project that included federal assistance funds and was in accordance with the Code of Florida, or

   _____ Incorporated and monitored actions related to federal environmental standards in contracts funded totally or in part with federal dollars.

3. Are you or your staff personally familiar with federal requirements related to:

   _____ Project fund financial management and audit requirements,

   _____ Real property acquisition or easements,

   _____ Bid letting procedures,

   _____ Equal Opportunity and Civil Rights,

   _____ Contract administration.

   _____ Environmental regulations related to cultural resources, threatened and endangered species

4. Does your organization have a financial management system in place that meets the requirements of 7 CFR 3016.20? _____

5. Does your organization have procurement standards in place that meet the requirements of 7 CFR 3016.36? _____

If you answered "no" to more than two of the items listed above, please provide the following information on the organization that will be providing administration assistance to you:

Name and Mailing Address of Organization:

Phone: _____ FAX: _____

Contact Person: _____

Does your organization have capabilities of accepting electronic funds transfer? _____

An Equal Opportunity Provider and Employer

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STATE: Florida
PROJECT: < *name assigned by NRCS* >
AGREEMENT NO.: < *# assigned by NRCS* >

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

LOCALLY LED CONTRACTING

I. AUTHORITY

A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "Sponsor" refers to Name and State and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

II. PURPOSE

THIS AGREEMENT is hereby entered into by and between the <*Name of Sponsor*> hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection (EWP) Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by <*list name of storm event e.g. Hurricane Elwyn*>.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the estimated eligible construction cost for this agreement is limited to $<*enter dollar value of proposed construction*> for the following described works of improvement.

Location	Description	DSR No.
Enter name of site, e.g. Means Marsh	*Described work (e.g. Debris removal from Canals and Waterways to prevent flooding and erosion protection on canals and waterways.)*	*# assigned by NRCS*
Enter name of site, e.g. Ricciardi River	*Described work*	*# assigned by NRCS*

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections II.B.3 and II.C.1.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections II.B.8 and Section II.C.2.

B. THE SPONSOR WILL:

1. Designate an individual to serve as Project Manager to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's Project Manager shall be in writing to the Florida NRCS EWP Program Manager.

2. Provide for accomplishment of the works of improvement described in Section II.A and provide for their completion by <*date*>.

3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section II.A. Sponsor's 25% of the actual eligible construction may be in the form of cash, in-kind construction services, or a combination of both.

   Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section II.A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

   Actual eligible construction costs will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.

5. For contracts, provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment. Abstracts of bids shall be submitted to NRCS for review and comment prior to award.

6. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operation describing the construction services to be performed including estimated quantities and values. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA rates unless otherwise documented and concurred in advance by NRCS.

   The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

   a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.
   b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
   c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
   d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

7. Projects completed using NRCS EWP Program funds are not eligible for FEMA reimbursement.

8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section II.C.2.

   In-kind services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section II.A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement. Costs related to landrights and permits are ineligible for reimbursement.

10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section II.A.

11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.

12. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

13. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer

registered in the State of Florida. A copy of the signed and seal plans and specification shall be provided to NRCS.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of work.

18. Provide construction inspection in accordance with the QAP.

19. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor's Project Manager will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Project Manager every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.

23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.

24. Arrange for and conduct final inspection of the works of improvement. The NRCS Project Manager, the Sponsor's Project Manager, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

25. If needed, upon completion of emergency protection works of improvement and the elimination of the threat, take action to bring the works of improvement up to reasonable standards by other means and/or authority. Unless the works of improvement are brought up to reasonable standards, the sponsor will not be eligible for future funding under the EWP Program.

26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.

27. Pay the contractor as provided in the contract(s).

28. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Project Manager. Final payment request shall be submitted within thirty (30) calendar days of completion of the works of improvement. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request.

29. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

30. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

31. The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

32. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.

33. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.

34. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.

35. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

36. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

37. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

38. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section II.B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.

39. Complete all required work under this agreement including, but not limited to, construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

C. NRCS WILL:

1. Designate an individual to serve as Project Manager between NRCS and the Sponsor. The NRCS Project Manager will represent NRCS on Section II.C, Items 4, 5, 6, 7, 9, and 10 and Section II.D, Items 3, 4, and 9.

2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section II.A and computed as described in II.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of $XXX (limited to 75% of $XXX).

3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section II.A and defined in Section II.B.6. NRCS will reimburse in-kind

technical services from technical assistance funds up to a maximum of $XXX (limited to 7.5% of $XXX).

4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section II.B.13.

5. Determine eligible construction costs during the pre-design conference as set forth in Section II.B.13.

6. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections II.B, Items 6, 15, 16, 17, and 19.

7. Review abstracts of bids and provide comments to Sponsor prior to award.

8. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

9. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section II.B.

10. Upon notification of the completion of the works of improvement described in Section II.A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

11. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs.

D. IT IS MUTUALLY AGREED:

1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.

2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with this agreement. No work shall be performed prior to receiving a fully executed agreement. Any work performed prior to receiving a fully executed agreement is not eligible for reimbursement. Any change in the effective dates of this agreement must be by written amendment and signed by the Sponsor and NRCS <u>prior</u> to the expiration date.

3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation (if required), O&M plan, and QAP as described in Sections II.B Items 15, 16, 17, and 19 of this agreement.

4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.

5. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.

7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.

8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

9. If agreed to by the NRCS and Sponsor's Project Manager, adjustments may be made to and between individual DSR costs without amending this agreement as long as the total estimated eligible construction costs described in II.A of this agreement is not exceeded.

10. This agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

E. APPROVED:

<***NAME OF SPONSOR***>

By: _____

Title: _____

Date: _____

TIN: _____

Signatory Official is authorized to make this commitment on behalf of <*Name of Sponsor.*>

_____
(Signature)

_____
(Date)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____ Date: _____

Reviewed: _____ Date: _____

STATE: Florida
PROJECT: *<NRCS enters number>*
AGREEMENT NO.: *<NRCS enters agreement number>*

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - FORCE ACCOUNT

THIS AGREEMENT is between the *<Sponsor Name>*, hereinafter called the Sponsor; and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter called the NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by < *list name of storm event e.g.* >

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the estimated eligible construction cost for this agreement is limited to $<*enter dollar value of proposed construction*> for the following described works of improvement.

Location	Description	DSR No.
<Enter site location>	*<Enter description of work>*	*<DSR # provided by NRCS>*
<Enter site location>	*<Enter description of work>*	*<DSR # provided by NRCS>*

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections B.3 and C.2.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections B.5 and Section C.3.

B. The Sponsor will:

1. Designate an individual to serve as Project Manager (PM) to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's PM shall be in writing to the Florida NRCS EWP Program Manager.

2. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by <*date*>.

3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section A. This cost to the Sponsor is estimated to be **$**<*Enter Dollar Amount*>.

   Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

   Actual eligible construction costs will consist of eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

   Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to installation of the works of improvement. Procure any acquisitions in accordance with applicable state requirements.

5. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, procurement of materials, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section C.3.

   In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

6. The Sponsor PM will submit a brief progress report via e-mail to the NRCS Emergency Watershed Program Manager and the NRCS PM every two weeks after the project agreement is signed by both parties. The report shall include but not limited to the progress of survey, design, procurement and construction.

7. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.

8. Prior to commencement of work, submit for NRCS review, the preliminary Plan of Operations, preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

9. The Plan of Operation shall include:

    a. a construction schedule that provides a anticipated time (days) to complete each major item of work;

    b. list of equipment to be used to install the works of improvement, anticipated hours equipment will be used on the job, and hourly rate;

    c. list of all personnel that will be used to install the works of improvement, anticipated hours of work, and hourly rate;

    d. list of all materials to be installed, quantity, and unit cost.

10. Upon receiving comments from NRCS, prepare the final Plan of Operations, final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final Plan of Operations engineering plans and specifications shall be submitted to NRCS for final review and concurrence prior to commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida as required by state law.

11. Prior to commencement of work, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.

12. Provide construction inspection in accordance with the QAP.

13. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.

14. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.

15. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

16. Secure the materials and equipment to install the emergency watershed protection measures described in Section A in accordance with the approved plans and specifications concurred in by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.

17. Carry out the work in accordance with the Plan of Operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the Plan of Operations.

18. Ensure that requirements for compliance with all environmental and/or cultural resource laws are incorporated into the project.

19. Employ competent personnel to carry out the work.

20. The Sponsor's PM will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS PM every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.

21. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include, but shall not be limited to, facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.

22. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

23. Maintain, as a minimum, the following documentation to support the Sponsor's request for reimbursement:

    a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.

b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.

c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.

d. Equipment operating records showing the type and size of equipment, hourly rate (rates need to coincide with published FEMA rates), actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

e. Reimbursement of in-kind technical services must include daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for providing technical services and any invoices from outside consulting services if used to provide technical services for the eligible works of improvement.

24. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operations.

25. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.

26. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.

27. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.

28. Retain all records dealing with direct supervision, labor, equipment, and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt, and transcripts.

29. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.

30. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.

31. Comply with the applicable requirements in Attachments A and B to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

32. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Designate an individual as the Project Manager to represent NRCS to Sponsor. Sponsor and Sponsor's engineer establish design parameters and review, approve, and concur in the Plan of Operations, plans and specifications, and QAP as set forth in Section B. 7, 8, 9,and 10.

2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section A and computed as described in B.3 up to a maximum of $XXX (limited to 75% of $XXX).

3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section A and defined in Section B.5. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of $XXX (limited to 7.5% of $XXX).

4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section B.7.

5. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation and QAP as described in Section B, Items 8, 10, and 11.

6. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

7. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, participate in final inspection, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section B.

8. Upon notification of the completion of the works of improvement described in Section A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

9. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced.

2. This agreement may be renegotiated, amended, extended, or modified by a written amendment executed by authorized officials of the Sponsor and the NRCS as mutually agreed by both parties. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.

3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A. will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

5. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of this agreement.

6. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

7. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, elect to proceed without obtaining concurrence as set out in Section B. of this agreement.

8. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

9. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

E. APPROVED:

<Name of Sponsor>

By: _____

Title: _____

Date _____

TIN: _____

Signatory Official is Authorized to make this Commitment on behalf of *<Name of Sponsor>*.

_____
(Title) (Attest Signature)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

I. DRUG-FREE WORKPLACE CERTIFICATION

II. CERTIFICATION REGARDING LOBBYING

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

IV. CLEAN AIR AND WATER CERTIFICATION

V. ASSURANCES AND COMPLIANCE

VI. EXAMINATION OF RECORDS

ATTACHMENT A - SPECIAL PROVISIONS

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

I. Drug Free Workplace

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter "Service"), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (I) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor's payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION

A. The Sponsor certifies that it has or will continue provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;

(2) The Sponsor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

ATTACHMENT A - SPECIAL PROVISIONS

II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds $100,000)

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(4) 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.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of awards, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, an all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.

(2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).

(5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. <u>Assurance and Compliance</u>

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

ATTACHMENT A - SPECIAL PROVISIONS

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

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ATTACHMENT B - SPECIAL PROVISIONS

I. EQUAL OPPORTUNITY (SCS-AS-83)

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

VII. STANDARD FEDERAL EQUAL EMLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 'The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; 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 setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

   The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend, in whole or in pan, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

SCS-AS-818

Rev. 4-70

File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor: _____

Signature: _____

Title: _____ Date: _____

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. 'Covered area' means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number' means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The' overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was

taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.

f. Disseminate the Contractors EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and e action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be

used in the selection process. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and die Contractors obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as g any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). .

Appendix H – Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED—

Name of project _____

Identity of improvement or development _____

Location _____

C. REAL PROPERTY ACQUISITION ASSURANCE—

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS—

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

day of _____ ,19_____

at _____

State of _____

Attest: _____
(Name)

_____
(Title)

_____
(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

day of _____ ,19_____

at _____

State of _____

Attest: _____
(Name)

_____
(Title)

<SPONSOR'S LETTERHEAD>

<*Date*>

Mr. Russell Morgan
State Conservationist
USDA – Natural Resources Conservation Service
P.O. Box 141510
Gainesville, FL 32614-1510

Re: Assurances Relating to Real Property Acquisition

Dear Mr. Morgan:

As <*City/County*> Attorney, I advise you that I have reviewed the document titled "Assurances Relating to Real Property Acquisition" and that there are adequate landrights to carry out the work, which is to stabilize channels due to damage from the <*Name of disaster*>.

Feel free to contact the undersigned.

Very truly yours,

_____
<*Signature of Attorney*>
<*Title Block*>

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Appendix J – Form SF 270 – Request for Advance or Reimbursement

REQUEST FOR ADVANCE OR REIMBURSMENT (See instructions on back)	OMB APPROVAL NO 0348-0004	PAGE 1 OF 2 PAGES
	1. TYPE OF PAYMENT REQUESTED: a. "√ " one or both boxes ■ ADVANCE ■ REIMBURSEMENT; b. "√ " the applicable box ■ FINAL ■ PARTIAL	2. BASIS OF REQUEST ■ CASH ■ ACCURAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
6. EMPLOYER IDENTIFICATION NUMBER / 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST: FROM *(month, day, year)*	TO *(month, day, year)*

9. RECIPIENT ORGANIZATION		10. PAYEE *(Where check is to be sent if different than item 9)*	
Name:	Okaloosa County Board of County Commissioners	*Name:*	
Number and Street:	101 East Jame Lee Blvd	*Number and*	
City, State and ZIP Code:	Fort Walton Beach, FL 32549	*City, State and ZIP Code:*	

11. **COMPUTATION OF AMOUNT OF REIMBURSMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ►		(a)	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*					$0.00
b. Less: Cumulative program income					$0.00
c. Net program outlays *(Line a minus line b)*		$0.00	$0.00	$0.00	$0.00
d. Estimated net cash outlays for advance period		$0.00			$0.00
e. Total *(Sum of lines c & d)*		$0.00	$0.00	$0.00	$0.00
f. Non-Federal share of amount on line e					$0.00
g. Federal share of amount on line e					$0.00
h. Federal payments previously requested					$0.00
i. Federal share now requested *(Line g minus line h)*		$0.00	$0.00	$0.00	$0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				$0.00
	2nd month				$0.00
	3rd month				$0.00

12. **ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$0.00

AUTHORIZED FOR LOCAL REPRODUCTION (Continued on reverse) STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OF PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
8	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
9	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

STANDARD FORM 270 (Rev. 7-97) Back

OPERATION AND MAINTENANCE PLAN
Emergency Watershed Protection Program
<*Job Name*>
<*Sponsor Name*>
XXXX County, Florida

OPERATION AND MAINTENANCE NEEDS

This site will require the <*Sponsor Name*> to perform periodic inspections and operation and maintenance activities to maintain satisfactory performance. The following recommendations will help the <*Sponsor Name*> in performing adequate operation and maintenance.

I. VEGETATION

A. Weed and Brush Control

Mow to control weeds, briars, and bushes. On areas inaccessible to power mowing equipment, weed and brush control should be accomplished by hand or chemicals.

B. Insect and Disease Control

No disease problems should occur on bahiagrass, centipede or common bermudagrass. Identification of pests and needed control should be obtained from local Agricultural Extension Service Office.

C. Revegetation

As soon as possible, repair sites that become devoid of vegetation. This will usually occur when adequate vegetative cover was not initially established. If this is not the case, study the situation carefully to determine the causes. This will probably be due to soil erosion or vehicles which may need special on-site assistance from the Natural Resources Conservation Service representative. Use the following recommendations for normal vegetation of smaller areas.

Fill the low or washed out areas with topsoil. The topsoil should be free of weed seeds, litter, and rocks, and have a high organic matter content. One inch of topsoil will require 3.1 cubic yards per 1,000 square feet.

Fertilize with 13-13-13 or similar fertilizer at a rate based on soil tests. Lime with dolomite at a rate based on soil tests. Incorporate fertilizer and lime into the upper six (6) inches of soil. After final grading, distribute bahiagrass seed uniformly over the area at a rate of 2 - 3 lbs. per 1000 square foot with a drop-type fertilizer spreader or cyclone-type broadcast spreader. Cover the area in one direction and then at right angles in the other direction. Cover the seed lightly one-fourth (1/4) inch deep. Firm the seed into the soil with a roller. After seeding, apply a mulch of one (1) inch or more of close fitting material, or up to four (4) inches of loose fitting material, so that about 25 percent of the ground is visible. Disk or spade in lightly at or near vertical angle. Starting 4 - 6 weeks after the seed has germinated, apply ammonium nitrate at the rate of three (3) pounds per

1,000 square feet every month until grass is well established.

Sod can be used instead of seed and will obviously revegetate the area quicker than seeding. The site preparation, liming, and fertilization are the same for seeding. Lay pieces of sod over the entire area on the contour with snug, even joints. Stagger the joints from strip to strip. Roll or tamp sod immediately following placement. Do not overlap the sod. On steep slopes secure sod to surface with wooden pegs or wire staples. If a dry period occurs, irrigate with one (1) inch of water every third day unless rain occurs. Do not exceed an application rate of one (1) inch per hour. After the area is revegetated, use the maintenance measures discussed in Sections III and IV.

II. STRUCTURES

A. Pipe

The pipe does not require any operation. Check the pipe coating, especially at locations where exposed. Repair any coating that has deteriorated.

B. Inlet Structures

Check inlets periodically to ensure grates are in place. Remove any debris that has collected on the grates or at the slots in order to maintain flow capacity. Check antivortex baffles to ensure they are in place as designed.

Check concrete aprons around the inlets for cracks. Repair any major cracks immediately. Keep woody vegetation removed from the inlet structure.

C. Outlet Structure

The area downstream of outlet structure has the potential (but is not expected) to degrade below the elevation of the existing ground. If degradation does occur, minor land smoothing and revelation will be needed.

The outlet structure should be inspected and maintained in the same manner as the inlet structures.

D. Detention Ponds

Inspect the detention ponds monthly. Repair any eroded areas or areas void of vegetation immediately in accordance with Section I.

Mow the bottom and side slopes frequently to prevent leaving a heavy layer of cuttings which could build up at the outlet structure.

Should the bottoms of the ponds develop a seal, a light disking with the disks set almost straight or by other means should be used to diminish the sealing.

III. EMBANKMENT AND DIVERSIONS

Inspect and repair detention pond and diversion embankments as needed. Replace eroded material and revegetate eroded areas. Keep the emergency spillway free of shrubs, woody

plants, and other obstructions to preserve design capacity.

If seepage is found to be coming from the embankment contact the NRCS for technical assistance.

The diversion channels should be inspected monthly and following each significant rain event. Any eroded areas should be repaired immediately. It is essential that a good vegetative cover be maintained.

IV. SCHEDULE OF INSPECTIONS

The facility should be inspected (1) thirty (30) days after completion, (2) after each major storm or occurrence of any unusual condition that might adversely affect the measure and (3) annually. All deficiencies should be corrected immediately. Reports of the inspection(s) and subsequent follow up maintenance shall be kept on file at the owner's office.

V. SUPPLIES AND EQUIPMENT NEEDS FOR O&M

The following supplies and equipment will be needed to operate and maintain the facility:

- One pick-up truck used for inspection as needed.
- Tractor with disk harrow and mower as needed.
- Gasoline for truck and tractor; oil, lubrication, and maintenance supplies for truck and tractor as needed.
- Bahiagrass sod or seed as needed.
- Fertilizer and lime as required by soil test.
- Mulch as needed.
- Miscellaneous small tools such as drop type fertilizer spreader, weed eaters, etc.

VI. TECHNICAL ASSISTANCE

When needed, special on-site assistance is available from the local NRCS District Conservationist.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6205 **County Administrator's Report 13. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Purchase Orders in Excess of $50K for Emergency Response to Flood Event of 2014
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of $50,000 for Emergency Response to the Flood Event of 2014 - Amy Lovoy, Management and Budget Services Department Director

That the Board accept for information and ratify the following Purchase Orders for emergency response for inmate health and repairs to damages to County Roads, Bridges, infrastructure, and County Buildings, resulting from the Flood Event of April 29, 2014, issued under the Declaration of Emergency by the Board of County Commissioners on April 29, 2014:

P. O.	Contractor	Amount	Description
141392	Roads, Inc., of NWF	$400,962.35	Blue Springs Road Repair
141409	Armor Correctional Health Serv.	$250,000.00	Medical Services for Inmates
141410	The Hon Company	$75,000.00	Office Furniture for Corrections
141413	Hub City Ford-Mercury, Inc.	$114,342.00	Replacement Vehicles for Corrections
141423	Atkins North America, Inc.	$67,361.88	Preliminary Damage Assessment

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491, Category B - Emergency Protective Measures]

BACKGROUND:

On April 29, 2014 Escambia County and surrounding Counties received in excess of 24 inches of rain in a 24 hour period. resulting in unprecedented flash flooding throughout the County and complete devastation of several areas within the County and damages to bridges and roadways and County Buildings . The Central Booking and Detention Center received heavy flood damage and suffered a fire and explosion. The Escambia County Board of Commissioners issued a declaration of emergency on April 29, 2014 and continued under the declaration though June 4, 2014. On May 14, 2014 a federal state of emergency was issued for five counties within the State of Florida, including Escambia. During the initial phase of the emergency the County expended funds for relocation of inmates from the CBDC and inmate health and safety,emergency operations, damage assessment and emergency repairs of bridges, roadways and buildings.

BUDGETARY IMPACT:

Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 Category B - Emergency Protective Measures

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II, Section 93 - Emergency Purchases.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Purchase Orders

PURCHASE ORDER NO. 141392

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 05/29/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001590	REQ. DATE: 05/29/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT JEREMY KING AT 59	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11-065 "WORK ORDER PD 10-11.065.2M APRIL FLOOD 2014 BLUE SPRINGS REPAIRS"	400962.3500	400,962.35

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	56301	400,962.35	

PAGE TOTAL	$	400,962.35
TOTAL	$	400,962.35

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C 3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE- Delivery, inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of any undue delay [illegible] of the quality, or within the time [illegible] the County may cancel order and [illegible]. Failure of the County to exercise [illegible] any installment shall not be deemed a waiver with respect of future installments [illegible].

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with [illegible] which shall [illegible] the following minimum information:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts [illegible]
[illegible]
7. Date of delivery or shipment

[illegible]

[illegible]

6. INSPECTION, ACCEPTANCE AND TITLE - [illegible]

[illegible] within 15 days of delivery requesting that the carrier inspect the damaged merchandise [illegible]

[illegible]

7. GOVERNMENT REGULATIONS [illegible]

8. TAXES - [illegible]

9. WARRANTIES - [illegible]

10. PATENTS - [illegible]

11. INSTALLATION - [illegible]

12. NON-DISCLOSURE - Without the written consent of the County, [illegible] reveal to a third party the details [illegible] of any information [illegible] of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This contract or purchase order [illegible] in whole or in part without consent of the County. Such consent will not relieve Contractor from [illegible] and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claims asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES. Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, governmental acts [illegible] of public enemy, wars, fires, floods, epidemics [illegible] strikes, labor troubles, freight embargoes [illegible] reasonably beyond its control. [illegible] At County's option [illegible] omitted [illegible] the date of this [illegible] order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Board of County Commissioners or duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided, that the existence of [illegible] Board of County Commissioners or [illegible] authorized representative [illegible] and shall be reviewed [illegible] In the event this contract is terminated as provided in paragraph (a) hereof, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount [illegible] determined by the Board of County Commissioners or duly authorized representative [illegible] The rights and remedies of the County [illegible] in addition to any other rights and remedies provided by law or under this [illegible].

23. TERMINATION FOR DEFAULT - The Purchasing Manager [illegible] written notice, may terminate this contract in whole or in part [illegible] the Contractor to [illegible] the Contractor's failure to perform [illegible] the termination shall be deemed to be a termination for convenience [illegible]

24. TERMINATIONS FOR CONVENIENCE - [illegible] Contract [illegible] the effective date of termination.

25. ASSIGNMENT OF CLAIMS - [illegible] due under this contract [illegible] Assignment of Claims Act of 1940 [illegible] payments to an assignee [illegible] this contract shall not [illegible] act, as amended, be subject to reduction or set off (See Clause 13).

26. EXTENT OF OBLIGATION - The County [illegible]

27. PRICING - The Prices to the County [illegible] charged [illegible]

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

[illegible]

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not 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 the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 5/2/2014

2.) Project name: ENGFLOOD

3.) Contract No: 10-11.065. 0

4.) Description of Services to be Performed:
This request is to fund additional work to finish the Blue Springs repairs. This includes paving, fill, stormwater structure replacement, etc. The total contract amount is $400,988.79. The total time allocated for the work is 150 days.

5.) Negotiated Cost of Construction: $ $ 400,962.35

6.) Location Work is to be Performed:

Blue Springs

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete 150
Completion Date of Work: _____

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order _____

Schedule for Work Requested and Received

Project Manager — Date: 5/25/14

Work Order Approved

Division Chief — Date: 5-21-14

Negotiated Work Order Accepted

Contractor Representative — Date: 5-20-14

Work Order Completed

Contractor Representative — Date: _____

H:\ENG\FileSystem\Projects\Damage Assessment_Disaster\2014 April Rain Event\FEMA\Cresent Lake_Blue Springs Ave_ENGFLOOD0414-01\Funding\Pricing Agreement outside original around clearwater.xlsx

Blue Springs - Crescent
Lake
ENCFL000

PD10-11 086 General Paving and Drainage Pricing Agreement
Valid From October 1, 2013 to September 30, 2014

Section	Category	Sub Category	Quantity	Units	Unit Price	Ext Cost
					Roads, Inc. of MWT	
01000-	Insurance					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per $1000	$10.00	$ -
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$1,050.00	$1,050.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	0.7	ACRE	$3,900.00	$2,730.00
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	3000	LF	$0.15	$450.00
04100-	00101	Earthwork Excavation by machine County Specs 2300	1000	CY	$3.40	$3,400.00
04100-	00102	Earthwork Excavation by hand, County Specs 2300	100	CY	$30.00	$3,000.00
04100-	00103	Earthwork Fill, County Specs 2300	3000	CY	$6.75	$20,250.00
04100-	00109	Earthwork Establishing Grade, County Specs 2300	2000	SY	$0.50	$1,000.00
04100-	00108	Remove and Replace Unsuitable Materials	600	CY	$6.75	$4,375.00
04100-	00109	Final grading and seal rolling prior to paving	1500	SY	$1.00	$1,500.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	4000	SY	$5.72	$22,880.00
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	3500	SY	$1.00	$3,500.00
05700-	00111	Saw cut Existing Asphalt	500	LF	$1.72	$860.00
06100	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1500	SY	$1.40	$2,100.00
06200	00104	6" Graded aggregate Base "Min LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1500	SY	$9.75	$14,625.00
07100	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	2	EA	$2,500.00	$5,000.00
07100-	00107	Remove Existing Speed Hump	2	EA	$450.00	$900.00
07600-	00101	Develop and provide an approved MDT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$600.00	$600.00
07600-	00110	36" Reflective Barrel/Drum	150	EA/Day	$0.30	$225.00
07600-	00112	Type II Barricade	120	EA/Day	$0.30	$36.00
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500ft	3000	LF	$11.00	$33,000.00
08300-	00102	4" Fiber Reinforced Concrete Sidewalk, over 1000ft	1000	LF	$10.00	$10,000.00
08300-	00105	6" Fiber Reinforced Concrete Sidewalk, less than 500ft	750	LF	$17.00	$12,750.00
08500-	00101	Saw cut Existing Concrete	450	LF	$2.15	$967.50
08500-	00105	Remove Curb	3000	LF	$2.00	$6,000.00
09100-	00101	Ditch Bottom Inlet, Type A, 0-6' depth	8	EA	$1,800.00	$14,400.00
09100	00601	Storm Manhole, 0-6' depth	2	EA	$1,800.00	$3,600.00
09100	00609	Connect to Existing Inlet	2	EA	$750.00	$1,500.00
09100	00611	Tie to Existing Inlet, Pipe, Manhole	2	EA	$650.00	$1,300.00
09200-	00710	18" RCP Pipe, 0'-6' depth, over 600'	300	LF	$35.40	$10,620.00
09200	00715	24" RCP Pipe, 0'-6' depth, over 600'	250	LF	$45.50	$11,375.00
09200	00716	30" RCP Pipe, 0'-6' depth, over 600'	600	LF	$52.00	$31,200.00
09500-	00101	Construct Concrete Collar on Pipe	20	CY	$375.00	$7,500.00
09500-	00103	Pipe Removal, 6"-30", over 600'	1050	LF	$9.50	$9,975.00
09900	00114	Remove Sand, Silt & Vegetation From Existing Culverts	10	CY	$200.00	$2,000.00
13100-	00102	Centipede Sod, Staked, over 1000sy	14000	SY	$1.80	$25,200.00
13100-	00101	St Augustine Sod, Staked, over 1000sy	4000	SY	$3.50	$14,000.00
16200	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	10	EA	$300.00	$3,000.00
16300	00101	Azalea, minimum 3 gallon container	50	EA	$24.00	$1,200.00
				Sub Totals		$264,272.50
		Performance and Payment Bond (Required for projects over $25,000.00)				$2,642.78
				Grand Total		$267,121.28
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
		MDT or SIS Sub Total	1	LS	$14,213.93	$14,213.93
		Emergency Response with backup documentation	1	LS	$98,500.00	$98,500.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
		Balance of Line Total				$112,713.93
		Additional Performance and Payment Bond				$1,127.14
		Revised Grand Total with BCs				[illegible]

Bal Contract
Complete
5/29/14
[illegible]

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs - Crescent Lake
Project ID: ENGFLOOD
Location: Blue Springs
Project Manager:
Date: 5/2/2014

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This request is to fund additional work to finish the Blue Springs repairs. This includes paving, fill, stormwater structure replacement, etc. The total contract amount is $400,962.35. The total time allocated for the work is 150 days.

Attached backup documentation 1 page (s).
RFF/NTP Start Date or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 150 calendar days.
Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PO		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PO		Consultant		
Funds for Original Work Order				
Funds for Change Order #				$ 400,962.35
Contract PO	10-11 065	Contractor Roads Inc		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PO		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (400,962.35)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From				
To				

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date: 5-21-14

H:\ENG\FileSystem\Projects\Damage Assessment_Disaster\2014 April Rain Event\FEMA\Cresent Lake_Blue Springs Ave_ENGFLOOD0414-01\Funding\Pricing Agreement outside original around clearwater.xlsx

PURCHASE ORDER NO. 141409

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
013970
ARMOR CORRECTIONAL HEALTH SERV.
4960 SW 72ND AVE SUITE 400
MIAMI FL 33155

SHIP TO
ESCAMBIA COUNTY JAIL
MAIN JAIL
2935 NORTH "L" STREET
PENSACOLA, FLORIDA 32501
ATTN: WHITNEY LUCAS 595-3114

ORDER DATE: 06/03/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001605	REQ. DATE: 05/30/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR SUPPLEMENTAL MEDICAL STAFF TO ASSIST WITH INMATE NEEDS RELATED TO THE CENTRAL BOOKING AND DETENTION FACILITY INCIDENT OF APRIL 30, 2014	250000.0000	250,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	53101	250,000.00	

PAGE TOTAL $ 250,000.00
TOTAL $ 250,000.00

APPROVED BY

Original Purchase Order

TAX ID 85 8013888011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will, at the option of the County, either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will return one copy of the related delivery ticket and will return the other two copies and

return them to the supplier signed. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
2. Report damages (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, **within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.**
3. Retain the damaged item in its original container or other suitable packing provided that it is necessary for shipment by the carrier, and a disposition is given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of [illegible] governmental authority covering the production, sale and delivery of material specified herein [illegible] complied with and shall indemnify and save County harmless from and against any liability [illegible] from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on tangible personal purchases and any Federal Excise Tax [illegible] the County [illegible] Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to the express, implied, or statutory warranties [illegible] elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality, fit [illegible] for the purpose for which it is purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgments [illegible] arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend [illegible] at its own expense any proceeding brought against County for such infringement [illegible] of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.

11. INSTALLATION - If this order requires the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from all claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employees by law. Contractor will undertake to keep the materials and premises involved free from any lien [illegible] incidental to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvements for a lump sum amount, Contractor agrees to furnish [illegible] thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the specific order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery, and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been [illegible] the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract. Provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services, provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract in whole or in part when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction or set off. (See Clause 13)

26. EXTENT OF OBLIGATION - The County [illegible] the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be [illegible] than those charged the supplier's most favored customer [illegible]

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

PURCHASE ORDER NO. 141410

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 1' 101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
081889
THE HON COMPANY
200 OAK STREET P O BOX 11[illegible]
MUSCATINE IA 52761-0071

SHIP TO
ESCAMBIA COUNTY JAIL
MAIN JAIL
2935 NORTH "L" STREET
PENSACOLA, FLORIDA 32501
ATTN: WHITNEY LUCAS 595 3114

ORDER DATE: 06/03/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001609	REQ. DATE: 06/02/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER TO PROVIDE FOR OFFICE FURNITURE TO FURNISH TEMPORARY OFFICE SPACE NEEDED AS A RESULT OF THE INCIDENT AT ESCAMBIA CO. JAIL CENTRAL BOOKING AND DETENTION FACILITY	75000.0000	75,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	55201	75,000.00	

PAGE TOTAL $ 75,000.00
TOTAL $ 75,000.00

APPROVED BY

Original Purchase Order

TAX ID 85-6013885011C 3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order [illegible] constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless [illegible] duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of [illegible].

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspection and acceptance [illegible] be at destination, unless otherwise provided. Until delivery and acceptance and any [illegible] on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity, within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will, at the option of the County, either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order [illegible]. Failure of the County to exercise this option with respect to any installment [illegible] with respect to future installments [illegible].

5. DELIVERY TICKETS - [illegible] agreement shall be accompanied with [illegible] or sales slip [illegible] showing the minimum information:

1. Name of supplier
2. Purchase Order
3. Date of order
4. Contract number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated [illegible] if the invoice is furnished to show the information) and
7. Date of delivery or shipment.

Upon delivery, the receiving [illegible] retain [illegible] copy of the related [illegible] or two copies and return [illegible] supplier [illegible]. One of these copies may [illegible] the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - [illegible] otherwise provided. [illegible] the County [illegible]:

1. Record [illegible] delivery [illegible]
2. Report damage [illegible] carrier [illegible] in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. [illegible] contract supplier.
4. [illegible] the carrier's [illegible] report.

7. GOVERNMENT REGULATIONS - [illegible] governmental [illegible] and delivery of materials [illegible] comply with [illegible] the County harmless from and against [illegible] from Contractor's [illegible].

8. TAXES - [illegible] Federal [illegible] transportation [illegible] as the County [illegible] said County [illegible].

9. WARRANTIES - [illegible] elsewhere [illegible] all materials [illegible] conform [illegible] descriptions furnished [illegible] [illegible] patent and [illegible] the Contractor agrees to [illegible] County [illegible].

10. PATENTS - [illegible] County [illegible] proceeding [illegible] the County [illegible] thereof.

11. INSTALLATION - [illegible] the services of Contractor's [illegible] County's premises [illegible] be deemed to be agents [illegible] of the County. Such parties shall be subject to County's [illegible] rules and fire regulations [illegible] responsibility for their [illegible] and agrees to save the County [illegible] therefrom [illegible] and other taxes [illegible] Contractor [illegible] materials and services [illegible] order.

12. NON-DISCLOSURE - [illegible] County [illegible] of County [illegible] materials ordered [illegible].

13. CONDITION FOR ASSIGNMENT - This contract or purchase order [illegible] part without [illegible] Contractor's [illegible] assignee.

14. CHANGES - The Purchasing Manager may [illegible] by written order [illegible] the sureties, make changes, within the general scope of the contract, in (a) drawings, designs, [illegible] where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days form the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated in the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

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21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, [illegible] beyond its control. The party so affected upon prompt written notice [illegible] delivery [illegible]. At County's option, deliveries so omitted shall be made [illegible] have been [illegible] at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners or their duly authorized representative, that gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings shall be in issue and must be reviewed by any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that if (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his [illegible] control, fault or negligence, the termination shall be deemed to be a termination for convenience [illegible]. As used in this provision the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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25. ASSIGNMENT OF CLAIMS - Claims for money due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended ([illegible]). However, payments to an assignee of [illegible] contract [illegible] be subject to reduction [illegible].

26. EXTENT OF OBLIGATION - The County [illegible] the extent of authorized [illegible] actually placed [illegible] agreement.

27. PRICING - The Prices to the County for all [illegible] made under this agreement [illegible] charged [illegible].

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During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

Gulf Coast Office Products, Inc.
6020 Enterprise Dr.
Pensacola, FL 32505
Tel: (850) 434-5588
Fax: (850) 434-0039
www.gcop.com

QUOTATION

GCPC CONTRACT

Quote Number: 14113-001
Date: 6/2/2014
Rep: Amanda Harper
GCOP

Contract: GCPC

Prepared For:

Melissa Snow
Corrections Department
2251 N Palafox St
Pensacola FL
(850)595-3107
mmgordon@co.escambia.fl.us

Make PO to:

The Hon Company C/O GCOP

200 Oak Street
Muscatine IA 52761

	HON	H10773 10700 Series Dbl Pedestal 3/2 60W 30D	1		$622.05	$622.05
	.NN	Lam: Mahogany				
	HON	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	1		$240.73	$240.73
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
	HON	H107825 10700 Series Modular Desk Shell 30D 60W	1	118 KITCHEN OFFICE	$266.37	$266.37
	.NN	Lam: Mahogany				
	HON	H107806L 107 Series Modular LH Return Shell 24D 48W	1	118 KITCHEN OFFICE	$202.80	$202.80
	.NN	Lam: Mahogany				
	HON	H10502 10500 Series Floorstand Full Ht Ped B/B/F 15-5/8W x 22-3/4D	1	118 KITCHEN OFFICE	$230.10	$230.10
	.N	LAM: Mahogany				
	HON	H10504 10500 Series Floorstanding Full Ht Ped F/F 15-5/8W x 22-3/4D	1	118 KITCHEN OFFICE	$230.10	$230.10
	.N	LAM: Mahogany				

	HON	H107313K 10700 Series44 5/8x37 1/8 Stack On Strg 3-Dr Locking ETA	1	118 KITCHEN OFFICE	$355.68	$355.68
	.NN	Lam: Mahogany				
	HON	H107690 10700 Series 36Wx24Dx29 1/2"H Lateral File 2-Dr	1	118 KITCHEN OFFICE	$384.54	$384.54
	.NN	Lam: Mahogany				
	HON	H107824 10700 Series Modular Desk Shell 30D 48W	1	118 KITCHEN OFFICE	$259.35	$259.35
	.NN	Lam: Mahogany				
	HON	HWGN1 Riley Guest Four-leg base Double Rail Arms	2	118 KITCHEN OFFICE	$295.50	$591.00
	.N	Frame: Mahogany				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black 40				
	HON	HIWM1 Ignition Wk Mid-bck Fnsu Swivel tilt Tilt Bck Ht Adj	2	118 KITCHEN OFFICE	$240.73	$481.46
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
	HON	H107699 10700 Series Lateral File 36W X 20D X 59H	1	124	$787.41	$787.41
	.NN	Lam: Mahogany				
	HON	H10773 10700 Series Dbl Pedestal 3/2 60W 30D	1	124	$622.05	$622.05
	.NN	Lam: Mahogany				
	HON	HWGN1 Riley Guest Four-leg base Double Rail Arms	2	124	$295.50	$591.00
	.N	Frame: Mahogany				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				

	40	COLOR: Black 40				
HON	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj		1	124	$240.73	$240.73
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
HON	H10773 10700 Series Dbl Pedestal 3/2 60W 30D		1	125	$622.05	$622.05
	.NN	Lam: Mahogany				
HON	HWGN1 Riley Guest Four-leg base Double Rail Arms		2	125	$295.50	$591.00
	.N	Frame: Mahogany				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black 40				
HON	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj		1	125	$240.73	$240.73
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
HON	H10701R 10700 Series Sngl Pedestal Right B/B/F 66W 30D 29-1/2H		2	126A	$532.35	$1,064.70
	.NN	Lam: Mahogany				
HON	H10712L 10700 Series Flush Ht Return Left F/F 48W 24D 29-1/2H		2	126A	$359.58	$719.16
	.NN	Lam: Mahogany				

	HON	H107690 10700 Series 36Wx24Dx29 1/2"H Lateral File 2-Dr	2	126A	$384.54	$769.08
	.NN	Lam: Mahogany				
	HON	HWGN1 Riley Guest Four-leg base Double Rail Arms	3	126A	$295.50	$886.50
	.N	Frame: Mahogany				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black 40				
	HON	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	2	126A	$240.73	$481.46
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
	HON	H10787R 10700 Series Sngl Pedestal Right B/B/F 72W 36D 29-1/2H	1	138 LAUNDRY	$584.61	$584.61
	.NN	Lam: Mahogany				
	HON	H10712L 10700 Series Flush Ht Return Left F/F 48W 24D 29-1/2H	1	138 LAUNDRY	$359.58	$359.58
	.NN	Lam: Mahogany				
	HON	H10788L 10700 Series Sngl Pedestal Left B/B/F 72W 36D 29-1/2H	1	138 LAUNDRY	$584.61	$584.61
	.NN	Lam: Mahogany				
	HON	H10711R 10700 Series Flush Ht Return Right F/F 48W 24D 29-1/2H	1	138 LAUNDRY	$359.58	$359.58
	.NN	Lam: Mahogany				
	HON	H107690 10700 Series 36Wx24Dx29 1/2"H Lateral File 2-Dr	2	138 LAUNDRY	$384.54	$769.08
	.NN	Lam: Mahogany				
	HON	HIWM1 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	2	138 LAUNDRY	$240.73	$481.46

	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				
HON		H10701R 10700 Series Sngl Pedestal Right B/B/F 66W 30D 29-1/2H	1	140 MAINTENANCE	$532.35	$532.35
	.NN	Lam: Mahogany				
HON		H10702L 10700 Series Sngl Pedestal Left B/B/F 66W 30D 29-1/2H	1	140 MAINTENANCE	$532.35	$532.35
	.NN	Lam: Mahogany				
HON		HWGN1 Riley Guest Four-leg base Double Rail Arms	2	140 MAINTENANCE	$295.50	$591.00
	.N	Frame: Mahogany				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black 40				
HON		HIWM1 Ignition Wk Mid-bck Fncu Swivel tilt Tilt Bck Ht Adj	2	140 MAINTENANCE	$240.73	$481.46
	.D	Arm: Height Width & Depth Adj				
	.H	CASTER: Hard				
	.U	Back: Upholstered				
	$(4)	GRADE: IV UPHOLSTERY				
	.WP	UPH: Whisper Vinyl				
	40	COLOR: Black				
	.T	FRAME: Black				
	.SB	Base: Standard Black				

Total: $16,756.13

GOOP thanks you for this opportunity. Please confirm pricing and finishes as stated above. We are happy to reconfirm and answer any questions you may have about your order. We encourage products to be shipped directly to end-user. If an order must be stored at our facility for longer than 15 days it will incure an additional shipping and redeliver fee. By signing this order you have confirmed shipping method, all finishes and pricing. No changes can be made after confirmation.

Approved By:_____ Date:_____

Angie B. Holbrook

From: Whitney C. Lucas
Sent: Thursday, June 12, 2014 2:26 PM
To: Angie B. Holbrook
Subject: FW: REQ 14001609
Attachments: HON furniture (Admin).pdf

Here you go ☺

Thanks!!

Whitney C. Lucas
Escambia County Corrections
Accountant
Cell: 850.417.4479
Email: wclucas@myescambia.com

From: Whitney C. Lucas
Sent: Wednesday, June 11, 2014 2:43 PM
To: Claudia A. Simmons
Subject: RE: REQ 14001609

Here is the quote for some of the items (the ones we needed to get ordered ASAP). We are also going to be needing additional staff seating along with filing cabinets for the personnel.

Whitney C. Lucas
Escambia County Corrections
Accountant
Cell: 850.417.4479
Email: wclucas@myescambia.com

From: Claudia A. Simmons
Sent: Wednesday, June 11, 2014 2:39 PM
To: Whitney C. Lucas
Subject: RE: REQ 14001609

A list of what you are buying would be preferable. Workstations, desks, etc.

From: Whitney C. Lucas
Sent: Wednesday, June 11, 2014 2:28 PM
To: Claudia A. Simmons
Subject: RE: REQ 14001609

State Contract Number for GCOP (the HON vendor) is 618-000-11-1. What are you looking for in the way of backup? This was an emergency PO that was executed to provide furniture for the office space for Jail Administration...

Whitney C. Lucas
Escambia County Corrections
Accountant

Cell: 850.417.4479
Email: wclucas@myescambia.com

From: Claudia A. Simmons
Sent: Wednesday, June 11, 2014 2:24 PM
To: Whitney C. Lucas
Cc: Angie B. Holbrook; Lori A. Kistler
Subject: RE: REQ 14001609

The P.O. was done. Not sent over for signature yet. P.O does not have any back up and does not provide the State Contract # . Please provide.
Thanks,
Claudia

From: Whitney C. Lucas
Sent: Wednesday, June 11, 2014 12:57 PM
To: Claudia A. Simmons
Cc: Lori A. Kistler
Subject: REQ 14001609

I just wanted to check on REQ 14001609. I see it is on the spreadsheet in livelink but I don't see where a PO number has been assigned or anything has been done with it. This is for the emergency office space for the jail admin personnel.

Thanks,

Whitney C. Lucas
Escambia County Corrections
Accountant
Cell: 850.417.4479
Email: wclucas@myescambia.com

PURCHASE ORDER NO. 141413

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
082128
HUB CITY FORD-MERCURY INC
DBA HUB CITY FORD INC
4060 SOUTH FERDON BLVD
CRESTVIEW FL 32536

SHIP TO
ESCAMBIA COUNTY JAIL
MAIN JAIL
2935 NORTH "L" STREET
PENSACOLA, FLORIDA 32501
ATTN: MELISSA SNOW

ORDER DATE: 06/03/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001619	REQ. DATE: 06/03/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	2.00	LOT	PURCHASE ORDER TO PROVIDE FOR VEHICLES LOST AS A RESULT OF THE FLOOD	31131.0000	62,262.00
02	2.00	LOT	PURCHASE ORDER TO PROVIDE FOR VEHICLES LOST AS A RESULT OF THE FLOOD	26040.0000	52,080.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	56401	62,262.00	
02	330491	56401	52,080.00	

PAGE TOTAL $ 114,342.00
TOTAL $ 114,342.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity, within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems provided that the invoice is itemized to show this information); and
7. Date of delivery or shipment

Upon delivery, the receiving official will retain one copy of the itemized delivery ticket and will sign the other two copies and return them to the supplier or shipper. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. The handling and [illegible] of damaged shipments shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container (including inner packing material) until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - [illegible] governmental authority covering the production, sale and delivery of materials specified herein have complied with and shall indemnify and save the County harmless from and against any liability for failure from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Tax on transportation charges and any Federal Excise Tax. If you pay a transportation charge, do not include it as the County will not reimburse you for such taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to warranties [illegible] by statute or common law or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered hereby shall conform to all specifications, drawings, samples or descriptions furnished or supplied by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of delivery to County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.

11. INSTALLATION - If this order requires the services of Contractor's experts or employees on County's premises, such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's [illegible], rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claim arising therefrom and to accept exclusive liability for [illegible] and other taxes imposed upon the employees by law. Contractor will undertake to keep the premises [illegible] free from any lien which may arise from claims arising out of the performance of its obligations hereunder. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details or characteristics of any information on materials made for the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in whole or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may, at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoice is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or interruption. At County's option, deliveries so omitted shall be made on notice thereof to the vendor upon cessation of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Board of County Commissioners duly authorized representative, that gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" means subcontractor at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract may be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction or set-off (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under the call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be no higher than those charged the supplier's most favored customer, in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3073
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

5/14/2014
CORRECTIONS BUREAU

STATE TERM
CONTRACT #071-000-14-1

Exterior Vehicle Color	White.	Emergency Lighting:		Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

COMMODITY CODE					Total
Base Price	2014 FORD E-350 SUPER DUTY EXTENTED WAGON XL (S3B)				$30,987.00
54G	LEFT & RIGHT HAND POWER MIRRORS				INC
769	STEP REAR BUMPER				INC
43R	REVERSE SENSING SYSTEM				INC
687	RUNNING BOARDS				INC
60J	MESSAGE CENTER				INC
903	POWER WINDOE & DOOR LOCKS				INC
525	CRUISE CONTROL				INC
	Base vehicle to include at No Charge				
99L	5.4L V-8 ENG				I/C
44Q	4-SPEED AUTO				I/C
153	FT LICENSE PLATE BRACKET				I/C
	Aftermarket Options				
	RAIN SHIELDLS				$144.00
	NON CONTRACT OPTION				
					$31,131.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

We Appreciate your interest in the 2011/2012 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-36[illegible]
Office: (850) 398-68[illegible]
Cell: (850) 393-47[illegible]
Fax: (850) 398-68[illegible]

5/27/2017
CORRECTIONS BUREAU

STATE TERM
CONTRACT # 071-000-14-1

Exterior Vehicle Color	Emergency Lighting:			Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

SUBJECT TO AVAILABILITY					
COMMODITY CODE			MSRP		Total
Base Price	2014 FORD ECONOLINE CARGO VAN E-250 SUPER DUTY XL (E2E)				$25,896.00
99L	5.4L V-8 ENG				INC
163	REAR VINYL FLOOR COVERING				INC
536	TRAILER TOW PKG				INC
178	FIXED SIDE & REAR CARGO DOOR GLASS				INC
525	CRUISE CONTROL				INC
90F	POWER WINDOW & DOOR LOCKS				INC
	Base vehicle to include at No Charge				
99W	4.6L V-8 ENG				I/C
44Q	4-SPEED AUTO				I/C
153	FT LICENSE PLATE BRACKET				I/C
	Aftermarket Options				
	RAIN SHIELDLS				$144.00
	NON CONTRACT OPTION				
					$26,040.00

Joe Windrow
Fleet Sales Manager

850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

We Appreciate your interest in the 2011/2012 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

Damaged Vehicles for Corrections Department

Property #	Year	Make	Model	VIN #	Damaged Location	Current Location
060521	1995	GMC	VAN	1GDJP32K8S3504311	Jail	Fenced Area behind Main Jail
060519	1995	GMC	VAN	1GKEG25K1SF542316	Jail	Parking lot across from CBD
060546	1997	FORD	VAN	1FBJS31L6VHA10635	Jail	Fenced Area behind Main Jail
060531	2001	FORD	VAN	1FBSS31L71HB15618	Jail	CBD and Detention side parking lot
060523	1997	DODGE	VAN	2B5WB35Z2VK530546	Jail	?
060513	2003	FORD	CROWN VIC	2FAHP71WX3X154236	Jail	Towed to Road Dept.
060506	2005	CHEVROLET	2500 TRUCK	1GCJK33U15F817657	Jail	Main Jail
060507	2005	HYUNDAI	SEDAN	KMHDN46S75U054959	Jail	Towed to Road Dept.
060518	2005	BUICK	CENTURY	2G4WS52J251179797	Jail	South parking lot @ Main Jail
60508	2009	MERCURY	GRAND MARQUIS	2MEHM75V69X600992	Jail	South parking lot @ Main Jail
53017	2004	TOYOTA	PRIUS	JTDKB22U740060555	COC/EE	COC parking lot
054168	2006	FORD	TAURUS	1FAFP53U56A149823	COC/EE	COC parking lot
057376	2008	FORD	F250	1FDNF20558EE22027	COC/EE	COC parking lot
059162	2001	FORD	EXPLORER	1FMHK7B8XBGA94189	COC/EE	COC parking lot
059163	2011	FORD	EXPLORER	1FMHK7B86BGA94190	COC/EE	COC parking lot
057049	2008	CHEVROLET	TRAILBLAZER	1GNDS13S982215334	COC/EE	COC parking lot
053570	2004	FORD	F-250	1FDNF20555EB30924	COC/EE	COC parking lot
060230	2013	FORD	EXPLORER	1FM5K8B84DGC45653	Cob Building Parking Lot	Cob Building Parking Lot

PURCHASE ORDER NO. 141423

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
164749
ATKINS NORTH AMERICA INC
2114 AIRPORT BLVD STE 1450
PENSACOLA FL 32504

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 06/04/14	BUYER: PAUL NOBLES	REQ. NO.: 14001626	REQ. DATE: 06/03/14
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT JEREMY KING AT 595-3453 WITH ANY QUESTIONS		
01	1.00	LOT	TASK ORDER PD 02-03.79.25.13.ENG "EMERGENCY SERVICES FLOOD 2014 PRELIMINARY ENG. ASSESSMENT FOR BLUE SPRINGS UPSTREAM DRAINAGE ANALSYSIS-CRESCENT LAKE	67361.8800	67,361.88

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	56301	67,361.88	

PAGE TOTAL $	67,361.88
TOTAL $	67,361.88

APPROVED BY

Original Purchase Order

TAX ID 85-8013882011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE- Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained at a paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect of future installments. [illegible]

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets or sales slips in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and
7. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket or sales slip; the other [illegible] and return them to the supplier [illegible] these copies may subsequently be required to support [illegible].

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damaged items, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
2. Report damage (visible and concealed) to the carrier and contract supplier confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable regulations of the [illegible] governmental authority covering the production, sale and delivery of materials specified herein were complied with and shall indemnify and save the County harmless from and against any liability [illegible] from Contractor's failure to do so.

8. TAXES - County is exempt from Federal Tax on transportation charges and any Federal Excise Tax. If any prepaid transportation charges are [illegible] as the County will [illegible] paid. County is also exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties implied by statute or common law or [illegible] elsewhere in this order, Contractor expressly warrants that all materials or services covered herein shall conform to all specifications, drawings, samples or descriptions furnished or adopted by the County and shall be of best quality, and fit and sufficient for the purpose for which purchased if specified herein; merchantable, of good material and workmanship, and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor [illegible] [illegible] Contractor shall be responsible for all defects [illegible] County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements or decrees or arising from the infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor [illegible] notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense [illegible] thereof.

11. INSTALLATION - If this order requires the services of Contractor's experts or employees [illegible] premises, such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and for claims and agrees to save the County harmless from any claim arising therefrom and to accept exclusive liability for taxes and other levies imposed upon the employees. The Contractor will undertake to keep the materials [illegible] free from any liens [illegible] [illegible] Contractor's agreement hereunder. [illegible] material and services for construction and improvements for a lump sum amount. Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor [illegible] be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County, in each instance, Contractor shall not reveal to a third party the details, characteristics [illegible] information or materials [illegible] of County or use reproductions thereof in any promotional media or reveal that County is a purchaser of the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in whole or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts, time will be computed from date of delivery of the supplies or from date correct invoice is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or interference. At County's option, deliveries so omitted shall be made on notice thereof to the vendor upon cessation of such contingency, even though such might have been [illegible] at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, that gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative made such findings shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services, provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services, and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for moneys due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction or setoff (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a Blanket Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be [illegible] than the prices charged the supplier's most favored customer in addition to any [illegible].

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

TASK ORDER - PD 02-03.79.25.13.ENG

EMERGENCY SERVICES FLOOD 2014
PRELIMINARY ENGINEERING ASSESSMENT FOR BLUE SPRINGS UPSTREAM DRAINAGE ANALYSIS – CRESCENT LAKE

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida in compliance with the provision of the code of ordinance chapter 46, Article II, Sec. 46-83 Emergency Purchases under the declaration of emergency by the Board of County Commissioners effective April 30, 2014 for the flood of 2014 and under the terms and conditions of Contract No. PD 02-03.079 Professional Services Agreement and Consultant Task Order.

2.0 Scope

Under this Task Order, the Engineer (Atkins North America, Inc.) will provide the Escambia County Public Works Department, Engineering Division with Drainage Analysis for Blue Springs -Crescent Lake. This is for Emergency Services for the Flood Event of April 2014. (See attached Scope of Services dated June 3, 2014).

3.0 Schedule

This Task Order shall be completed within365 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of $67,361.88. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.079.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:	Accepted by:
Joy Jones	Gregory S. Allen PE
Escambia County, Florida	Atkins North America, Inc.
6/3/14	6/3/14
Date	Date

Scope of Services
Blue Springs Avenue Area Drainage Analysis
Escambia County, Florida
June 3, 2014

On April 28-30, 2014, already-saturated Escambia County was struck with catastrophic rainfall, in excess of 20 inches. NOAA has documented that rainfall totals along the north central Gulf Coast for 30 days prior to this rain event were 200-600% of normal (National Oceanic and Atmospheric Administration, 2014). The amount of rain that fell in one hour at the nearby Pensacola International Airport station—5.68 inches—was a one-in-200- to one-in-500-year event.

Blue Springs Avenue is located in the Crescent Lake Subdivision in Escambia County, Florida. The April rainfall event overwhelmed the drainage system of Blue Springs Avenue causing several segments of the roadway too erode, utility outages, and loss of property.

The objective of this study is to evaluate the existing drainage system for Blue Springs Avenue and surrounding streets from the Empire Pit to the outfall into Crescent Lake. Atkins will identify the contributing area for the storm system, investigate the runoff characteristics during peak design storms, and evaluate the capacity of the existing storm system. This study will provide the County with the existing storm drain system analysis, identify drainage problems, conceptual design recommendations, and provide a cost estimate.

The following is a Scope of Services, which defines the task required to conduct a drainage analysis for Escambia County. Hereinafter all references to the County will mean the **Escambia County** and all references to the Consultant will mean **Atkins**. The fee negotiated for this project includes all incidental expenses such as cost of plan reproduction and mileage to field reviews and meetings, etc.

Tasks under this Scope of Service include:

1.0 SURVEY

The Surveyor shall Establish Horizontal and Vertical Control on State Plane coordinates and NAVD 88 vertical datum. The surveyor will prepare topographic features for the drainage system from Clearwater Avenue to Empire Pond. The survey for the drainage system will include pipe sizes, invert elevations, ditch information, and road elevations at the centerline of the road. Empire Pond will not be surveyed as part of this scope. Lidar data will be used to determine ground elevation with this area. **Pittman Glaze and Associates, Inc.** will be conducting the survey as our subconsultant.

2.0 DRAINAGE ANALYSIS

Data Collection – The Consultant will obtain engineering reports, construction plans, as-built survey, drainage basin studies, aerial photography, and topographic maps, Escambia County plat, right-of-way or easement information for the drainage basin. Meet with County staff to discuss known drainage issues.

Delineate Basin –The drainage basin will be delineated based on the data collected, survey

information, and drainage patterns. Field reviews will then be performed to confirm the drainage basin limits and runoff characteristics. Finally, the limits of the basin will be refined using information from the field reviews. After delineating the drainage basin within the project limits, the total land area, weighted SCS curve number (CN), and time of concentration will be calculated for each drainage structure or ditch system within the drainage basin. Runoff rates and volumes will be calculated based on the existing land characteristics and soils.

Stormwater Modeling – The Consultant will develop a hydraulic model of the sub-basin area utilizing ICPR software in order to simulate various storm events. Design storm events shall be simulated for the 10, 25, 50 and 100-year frequency, critical duration rainfall events. Rainfall volumes shall be based on the Florida Department of Transportation (FDOT) Rainfall Intensity-Duration-Frequency (IDF) Curves for Florida - Zone 1. To determine the critical duration for the study basin as a whole, the 100-year storm event shall be simulated with durations of 1, 2, 4, 8, 24, 72, 168, and 240 hours. Additionally, the April rainfall event will be simulated as part of this report.

Stormwater Pond Sitting –The Consultant shall identify options for a stormwater pond. The stormwater pond options shall be situated based on aerial photographs, county tax maps, soil survey maps, FEMA maps, and environmental reviews. Following the initial pond site identification and sizing, each site will be inspected to further evaluate the selected site for feasibility relative to accessibility, wetlands, and outfalls. During the on-site investigations, each option will be photographed and other information such as existing features, vegetation, and drainage patterns were noted. From this information, the post-development runoff rates and volumes were approximated by routing storm runoff hydrographs through stormwater model.

Drainage Results and Recommendations – The Consultant will analyze the ICPR results from the hydraulic model of each storm event. The Consultant shall determine the capacity of the storm drain system and identify problem areas. The Consultant shall evaluate recommended drainage improvements through development of additional ICPR models, which will include upsizing the conveyance system, stormwater ponds, and adding drainage inlets. These models shall be developed starting with the existing conditions models and incorporating revisions that describe proposed drainage improvements. Additionally, the Consultant will coordinate with FDOT on the Empire Pit drainage and current usage.

3.0 DRAINAGE ANALYSIS REPORT

The Consultant will prepare an engineering report to document findings and propose design recommendations to improve the existing drainage system. The drainage analysis will include, but not be limited to, the following:

- Basin map, description, and exhibits showing extents of storm sewer system.
- Summary of existing condition models.
- Input and Output data from the stormwater modeling effort.
- Backup documentation for selection of the design storm.
- Analysis of the watershed during extreme events.
- Identification of potential problem areas.
- Conceptual design recommendations.
- Construction cost estimate for these design recommendations.

Up to three (3) document review meetings shall be held with the County. The first meeting shall be after the initial data collection and completion of the modeling efforts. The final meetings will be held after the draft report is submitted to discuss comments and recommendations.

ADDITIONAL SERVICES

Additional Services must be authorized by County in writing, in which event Atkins shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by County other than those specifically listed above shall be considered additional services. Additional services may include but are not necessarily limited to the following items:

A. Preparing final design documents for any improvements recommended in the final report prepared in this project or in subsequent reports if the County determines that the boundary of the analysis should be expanded. Additional fees shall be negotiated at the appropriate time when the scope of services for the design services is determined.

B. Extension of the analysis to include areas outside of the Blue Springs Avenue contributing area. Additional fees shall be negotiated at the appropriate time when the additional area to be studied is determined.

C. Preparation of a full basin study for the entire Crescent Lake Drainage Basin.

D. Preparing construction plans for any proposed drainage improvements.

C. Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of Atkins.

D. Providing services of professional consultants other than as is specifically provided for under this scope of services.

E. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to, and/or described within, this scope of services.

F. Any changes or modifications required due to changes in the program or project boundaries directed by the County.

G. Any Environmental Management Permitting (EMP) services.

H. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.

I. Providing assistance, or preparation of additional documentation, required for legal transactions, including sale of property or preparation of lease agreements.

CLIENT'S RESPONSIBILITIES

1. Designate, in writing, a person to act as County's representative to coordinate the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.

Attachment B

Escambia County
Blue Springs Avenue Drainage Analysis

Fee Summary

Tasks		Totals
1.0 Surveying		$2,680
2.0 Drainage Analysis		$51,756.99
3.0 Drainage Analysis Report		$12,924.89
Total[1,2,3]		$67,361.88

[1]Payment shall be made on a lump-sum basis including expenses. Invoices shall be submitted to the COUNTY monthly and shall reflect amounts due based on percent complete for each task. Additional Services shall be negotiated on a lump sum basis.

[2]Normal expenses include out-of-pocket expenditures such as copying, telephone, travel, and express mail. Reproduction of multiple plans has not been included and, if required, shall be billed separately.

[3]Each task, including expenses, has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without COUNTY authorization.

Blue Springs Avenue Drainage Analysis
Engineering Scope Estimation
Prepared for Escambia County
June 3, 2014

TASK	ACTIVITY FEE ESTIMATE
1-Survey	
Pittman Glaze & Associates	$2,680.00
Subtotal	$2,680.00
2-Drainage Analysis	
Data Collection	$5,218.21
Delineate Basin	$10,378.64
Stormwater Modeling	$11,500.86
Stormwater Pond Sitting	$9,659.98
Drainage Results	$14,999.30
Subtotal	$51,756.99
3- Drainage Basin Report	
Drainage Basin Report	$12,924.89
Subtotal	$12,924.89
Grand Total	$67,361.88

BLUE SPRINGS AVENUE DRAINAGE ANALYSIS
SUMMARY FEE SHEET

ACTIVITY DESCRIPTION	Project Manager Rate/Hr. $65.22		Sr. Engineer/Construction M Rate/Hr. $44.00		Project Engineer Rate/Hr. $38.00		Sr. Inspector Rate/Hr. $30.23		Inspector Rate/Hr. $22.00		Administrative Rate/Hr. $23.00		TOTAL		
	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG. HRLY. RATE
Data Collection	2	$130.44	2	$88.00	17	$646.00	20	$605.63	8	$176.00	1	$23.00	60	$1,620.24	$32.15
Delineate Basin	2	$130.44	10	$440.00	25	$950.00	38	$1,149.49	45	$990.00	10	$230.00	130	$3,837.12	$29.52
Stormwater Modeling	5	$326.10	40	$2,112.00	20	$1,064.00	22	$664.92	0	$0.00	5	$115.00	132	$4,232.02	$32.37
Stormwater Pond Sizing	5	$326.10	41	$1,804.00	20	$760.00	12	$362.72	10	$220.00	4	$114.00	91	$3,671.42	$36.49
Drainage Results	5	$326.10	60	$2,640.00	40	$1,520.00	19	$574.34	16	$352.00	5	$115.00	147	$5,545.44	$37.72
Drainage Basin Report	10	$652.20	40	$1,760.00	20	$760.00	5	$151.15	18	$396.00	10	$230.00	131	$4,778.50	$36.49
TOTALS	29		221		150		126		97		35		650	$23,913.74	$36.80

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

Data Collection	$1,620.24	$6,216.21
Delineate Basin	$3,837.12	$10,378.04
Stormwater Modeling	$4,232.02	$11,500.00
Stormwater Pond Sizing	$3,671.42	$9,619.08
Drainage Results	$5,545.44	$14,059.30
Drainage Basin Report	$4,778.50	$12,924.89
Survey		$2,600.00
		$67,301.83

TOTAL CONTRACT FEE COMPUTATIONS

TOTAL ACTIVITY SALARY COSTS		$23,913.74
(A) OVERHEAD ADDITIVES		
(1) ADMIN & GENERAL	150.21%	$37,543.49
SUBTOTAL (SALARY + OVERHEAD)		$61,757.23
(B) LUMP SUM FOR OPERATING MARGIN	12.00%	$2,063.63
SUBTOTAL (SALARY RELATED COSTS)		$64,020.86
(C) DIRECT REIMBURSABLE (OUT OF POCKET)	0.00%	$0.00
(D) Facilities Capital Cost of Money (F.C.C.M.)	0.710%	$15.00
SUBTOTAL (COST ELEMENTS APPLIED TO BASIC ACTIVITIES)		$64,681.86
(E) SUBCONSULTANTS		
Survey (Pittman Glaze & Associates)		$2,620.00
SUBTOTAL		$2,620.00
TOTAL LUMP SUM FEE		$67,301.83

01:33 PM 03-Jun-14

T:\Cheyenne\Blue Springs\Scope and Fee\Drainage Basin Analysis\Drainage Study Manhours.xls[DOLLARS]

Activity: Data Collection

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Collect engineering reports, construction plans and other information	LS	1	36	36	As-built, reports,, lidar contours, etc.
2.0	Review and evaluate data collected	EA	1	20	20	
3.0	Meeting with County Staff	EA	1	3	3	1 hour to prepare 2 hour meeting
4.0	Coordination	LS	2%	59	1	
	Totals				60	

Activity: Delineate Basin

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Delineate Basin Limits	LS	1	24	24	
2.0	Field Review Limits	EA	2	8	16	Two staff for one day.
3.0	Calculate Runoff to each drainage structure or ditch	EA	1	60	60	
4.0	Supervision	LS	5%	120	6	
5.0	Coordination	LS	3%	120	4	
	Totals				130	

Activity: Stormwater Modeling

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Develop ICPR Model to the Basin	LS	1	60	60	
2.0	Simulate storm events	LS	1	40	40	
3.0	Supervision	LS	5%	100	5	
4.0	Coordination	LS	3%	100	3	
	Totals				108	

Activity: Stormwater Pond Sitting

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Identify and Evaluate Pond Site Options	EA	1	24	24	
2.0	Model Stormwater Pond Options using ICPR	EA	1	40	40	
3.0	Review Stormwater Pond Options	EA	1	16	22	
4.0	Supervision	LS	5%	88	4	
5.0	Coordination	LS	3%	88	3	
	Totals				93	

Activity: Drainage Results and Recommendations

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Analyze ICPR Results for existing conditions	EA	1	60	60	
2.0	Develop and Evaluate improvements to stormwater system	EA	1	40	40	
3.0	Recommendations	EA	1	36	36	
4.0	Supervision	LS	5%	138	7	
5.0	Coordination	LS	3%	136	4	
	Totals				147	

Activity: Drainage Results

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.0	Prepare exhibits, maps, and report	EA	1	40	40	
2.0	Summary ICPR Documentation	EA	1	24	24	
3.0	Identification of problem areas and Conceptual Design Recommendations	EA	1	24	24	
4.0	Construction Cost Estimate	EA	1	24	24	
5.0	Supervision	LS	5%	112	6	
6.0	Coordination	LS	3%	112	3	
	Totals				121	

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

May 23, 2014

Kevin Morgan
Atkins
Pensacola, FL 32503

Ref: Clearwater Avenue to Empire Pit - Storm Fallout

Dear Mr. Morgan:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Collect storm data info by GPS from Empire Pit to Clearwater Avenue

Field Work	*Hours*	*Cost*
1 GPS	*16 hrs.*	*$2,080.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*6 hrs.*	*$330.00*
2. Professional Land Surveyor/Supervision	*3 hrs.*	*$270.00*
Grand Total		***$2,680.00***

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____
Signature and Date

**Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives*

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of $0.50 until paid. This represents an annual percentage interest rate of eighteen percent

+5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 + ph (850) 434-6666 + fx (850) 434-6661 +
+ www.pittmanglaze.com + email: pgasurvey@bellsouth.net +

02-03 7925 14 Ag

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name	Blue Springs Upstream Drainage Analysis - Crescent Lake
Project ID	ENGFLOOD0414-01
Location	Blue Springs Ave
Project Manager	Jeremy King
Date	6/3/2014

Jay Jones 6/3/14
Signature Approval, Division Chief

This section to be completed by Project Managers

DESCRIPTION OF REQUEST

This new task order provides funding for a drainage analysis for the Blue Springs Ave. contributing drainage area from the Empire Pit to Crescent Lake. The total fee for the task order is $68,361.88. Total contract duration is 365 days.

Attached backup documentation 14 page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by _____ calendar days.

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract					
Funds for Construction CO#					
Contract PD		Contractor			
Funds for Original Task Order					
Funds for Addendum #					$ 67,361.88
Task Order PD		Consultant	Atkins		
Funds for Original Work Order					
Funds for Change Order #					
Contract PD	10-11.065	Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ (67,361.88)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date

H:\ENG\FileSystem\Projects\Damage Assessment_Disaster\2014 April Rain Event\FEMA\Crescent Lake_Blue Springs Ave_ENGFLOOD0414-01 FEMA_EWP\Funding\rff for Upstream Drainage Analysis.xlsx

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6278 **County Administrator's Report 13. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Antenna Mounting Space License Agreement - Gonzalez Microwave Site
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Antenna Mounting Space License Agreement for the Gonzalez Microwave Site - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement (PD 13-14.032), between Escambia County and New Cingular Wireless PCS, LLC, for the Gonzalez Microwave Site:

A. Approve the License Agreement to grant New Cingular Wireless PCS, LLC, the use of the Gonzalez Microwave Site for the sole purposes of installing, erecting, operating, maintaining, repairing, and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception, and transmission along with appurtenances to the tower and equipment, for an annual fee of $40,400, during the first 5 years of the 20-year term, thereafter increasing by 5% on each 5-year anniversary of the commencement date, with an option to renew the License for 1 additional 5-year term; and,

B. Authorize the Chairman to sign the License Agreement.

[Funding: License fees are credited to Fund 001, General Fund, Revenue Account 362032, Cingular, Gonzalez, Lease]

BACKGROUND:

On April 29, 2014, the Board awarded a contract (PD 13-14.032, Antenna Mounting Space License Agreement) to New Cingular Wireless PCS, LLC, in the amount of $40,400, for the Gonzalez Microwave Site, located at 90 and 9 Boys Ranch. The *Antenna Mounting Space License Agreement (Gonzalez Microwave Site)* will grant New Cingular Wireless PCS, LLC the use of the Gonzalez Microwave Site for the sole purpose of installing, erecting, operating, maintaining, repairing and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception and transmission along with appurtenances to the tower and equipment. The initial term of the License Agreement is 20 years. The Licensee will pay an annual License Fee of $40,400 for the first 5 years of the Agreement; thereafter, the Fee will increase by 5% on each 5-year anniversary of the commencement date.

The previous Agreement for this purpose, awarded by the Board in its meeting held May 24, 1999, as amended, expired May 23, 2014, with no option for renewal. The Purchasing Office solicited Invitations to Bid for antenna mounting space licenses for 3 microwave tower sites, Gonzalez, Pipeline and Don Sutton. New Cingular Wireless PCS, LLC was awarded the contracts for Gonzalez and Pipeline. There were no responses for the Don Sutton Site.

BUDGETARY IMPACT:

License fees are credited to Fund 001, General Fund, Revenue Account 362032, Cingular, Gonzalez, Lease.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Assistant County Attorney, approved the License Agreement as to form and legal sufficiency on May 28, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require that the Board approve all agreements.

IMPLEMENTATION/COORDINATION:

The Escambia County Public Safety Department, Emergency Communications Division Manager will oversee this lease.

Attachments

PD 13-14.032 Notice of Recommended Award

Gonzalez Antenna License Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Antenna Mounting Space License Agreement ITB#: PD 13-14.032						
BID Opening Time: 3:00PM, CDT BID Opening Date: 4/1/14 Opening Location: Purchasing NAME OF BIDDERS	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Gonzalez Microwave Site	Pipeline Microwave Site	Don Sutton Microwave Site
New Cingular Wireless PCS, LLC	Y	Y	Y	Y	$40,400	$30,000	NA
BID S OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager DATE: April 1, 2014						
BIDS TABULATED BY:	Lori Kistler, Senior Office Support Assistant DATE: April 1, 2014						
BIDS WITNESSED BY:	Lori Kistler, Senior Office Support Assistant DATE: April 1, 2014						

CAR DATE 4/29/2014 BOCC DATE 4/29/2014

That the Board award a Contract to New Cingular Wireless, PCS, LLC for $40,400 for Gonzalez Microwave Site and $30,000 for Pipeline Microwave Site. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 4/2/14 @ 9:30am

CS/lk

ANTENNA MOUNTING SPACE LICENSE AGREEMENT
(Gonzalez Microwave Site)

This Antenna Mounting Space License Agreement ("License Agreement"), made this _____ day of _____, 20___ by and between Escambia County, a political subdivision of the State of Florida, ("Licensor"), whose address is 221 Palafox Place, Pensacola, FL 32502 and New Cingular Wireless PCS, LLC ("Licensee"), whose address is 3900 N. Causeway Boulevard, Metairie, LA 70002.

WITNESSETH

WHEREAS, Licensor has identified surplus antenna mounting space on its communication towers and wishes to license the use of the space; and

WHEREAS, Licensee is in need of a structure on which to mount its communication equipment at a location owned by Licensor; and

WHEREAS, Licensor has determined that licensing the antenna mounting space will not interfere with the public safety needs of Licensor's communications system and will benefit the public by defraying the cost of the Licensor's communications system and by minimizing the number of towers that are erected in Escambia County, Florida;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES

A. Licensor owns certain real property in Escambia County, Florida, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Land"), upon which Licensor owns and operates a communication tower ("Tower"). (The Land and the Tower hereinafter referred to collectively as the "Tower Site".)

B. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor use of that certain antenna mounting space on the Tower Site at the approximate elevation levels shown on Exhibit A, for the term, at the License Fee, and upon all of the conditions and agreements set forth herein, to enable Licensee to attach, maintain and operate a communications system and for no other purpose. The exact location on the tower shall be determined by Licensee and Licensor in conjunction with Licensor's engineers so as to avoid interference with lighting equipment or other antennas on the Tower, as may be applicable. Licensee's use of the determined locations on the Tower shall be exclusive, although its right to license space on the Tower shall be non-exclusive.

C. The description of Licensee's antennas and equipment, wattages and frequencies, and any accessory buildings (Licensee's Equipment) is attached as Exhibit B. Licensee shall be solely responsible for all costs associated with installing and maintaining Licensee's Equipment on the Tower Site, including but not limited to any structural strengthening of the Tower that may be

required by Licensor's structural engineer or otherwise required by law or regulation.

D. Licensee shall have the right to make alterations and additions that will not adversely affect the integrity or current operation of the Tower provided such alterations and additions do not result in an antenna configuration with a greater weight or wind loading than that of the antenna configuration specified in this License Agreement; provided further, that written consent for such alterations and additions must first be obtained from Licensor, which consent shall not be unreasonably withheld.

E. Upon one hundred twenty (120) days prior written notice to Licensee, Licensor may require that Licensee's antennas be relocated to another height on the Tower to accommodate Licensor's needs only and not those of third parties. Licensor agrees that it will make a good faith effort to relocate Licensee's antennas to a height that will meet Licensee's transmission needs. The cost of this relocation including any enhancements that may be required will be borne by Licensee. If Licensee is unable to use the available locations on Licensor's Tower, or if the Tower will not structurally support Licensee's loading requirements and Licensee chooses not to bear the cost of structural strengthening of the Tower to accommodate its loading requirements, Licensee shall have the right to terminate this License Agreement.

F. Licensor agrees to allow Licensee, at Licensee's sole cost and expense, to construct or locate an accessory building on the Tower Site, not to exceed the dimensions shown on the attached Exhibit B, which shall be used exclusively by Licensee during the term of this License Agreement and any renewals hereof to house Licensee's Equipment. Licensor shall at all times hold title to any building constructed on the Tower Site.

G. Licensee shall submit to Licensor a list of all contractors or subcontractors chosen by Licensee for installation of Licensee's Equipment for Licensor's approval. Alternatively, Licensee may agree to use contractors or subcontractors chosen by Licensor for the installation of Licensee's Equipment. Licensee will provide all antennas, necessary transmission lines, fixtures, side mounts and mounting hardware.

2. <u>TERM</u>

The initial term of this License Agreement shall be for a period of twenty (20) years and shall commence (Commencement Date) on _____, 20___ and shall terminate _____, 20___. At Licensee's sole discretion, Licensee may renew this License Agreement for one (1) additional five (5) year term subject to agreement by the parties on any proposed modifications to Licensee's Equipment, statutory and local ordinance changes, and insurance. Licensee shall provide Licensor six (6) months written notice of its intent to renew prior to expiration of the current term. Should Licensee remain on the Tower Site after the expiration of the original term or any renewal term, such holding over shall be subject to all covenants, conditions, and obligations contained herein or as modified, and Licensee agrees that the License Fee during such holdover period shall increase to an amount equal to one and one half times the otherwise effective monthly License Fee payable for the previous term and shall be paid prior to the beginning of each month of the holdover period; provided however, this provision shall not be construed to give Licensee any right to hold over or to continue in possession of the Tower Site after the

expiration of the term of this License Agreement, including any renewal terms.

3. LICENSE FEE PAYMENT

A. For the first five (5) years of the initial term, Licensee shall pay to Licensor the annual License Fee of $40,400.00. The License Fee shall increase by five percent (5%) on each five-year anniversary of the Commencement Date, as shown in the attached Exhibit C. The License Fee shall be payable in advance prior to the Commencement Date and each subsequent anniversary date thereafter. Licensee shall to be responsible for payment of any sales tax that may be due in addition to the License Fee.

B. All License Fees or other monetary obligations if not paid when due, and any other cost or expenditure incurred by the Licensor in performing any obligation required to be performed by Licensee herein shall bear interest at eighteen per cent (18%) per annum from the date such payments are due or the date the expenditures were incurred.

4. USE OF PREMISES

A. Licensee agrees to use the Premises solely for the purposes of installing, erecting, operating, maintaining, repairing, and removing a Licensee's Equipment, which may include an accessory equipment building and equipment for communication, reception and transmission along with appurtenances to the tower and equipment. All structures and equipment intended to be used on the Tower Site and the frequencies of operation of such equipment are set forth in detail in Exhibit B. Licensor shall not place any sign, advertisement or other notice on or about the Tower Site that identifies Licensee in any way.

B. At least ten (10) days prior to making any changes or modifications in Licensee's Equipment on the Tower, Licensee shall notify Licensor in writing and specify in detail the proposed change or modification. Licensor reserves the right to reject any proposed change or modification for any reason, except for a request to substitute a unit or piece of equipment initially approved by Licensor and identified on Exhibit B with a substantially similar unit or piece of equipment (Substitute). Licensor shall not unreasonably withhold approval of a request to Substitute. A change or modification solely to the interior of a building that does not affect equipment located on the Tower is not considered a change or modification of Licensee's Equipment.

C. Licensee's use of the Tower Site shall not interfere in any way with the operations of Licensor or Licensor's existing licensees (collectively "Licensor's Operation"), including but not limited to, radio frequency interference. In the event that Licensor determines that an installation or activity of Licensee is causing interference to Licensor's Operations, Licensor shall give notice of the interference (to be followed by written notice) to Licensee. Licensee shall immediately dispatch authorized representatives to inspect and test Licensee's Equipment and operation. Licensor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. Licensor shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical service to Licensee's Equipment and operation within three (3) hours of the first notice of interference. If, after considering the results of Licensee's inspection and tests or any technical evaluation performed by Licensor, Licensor determines that Licensee is, in fact, causing interference

to Licensor's Operation, Licensor shall, notify Licensee of Licensor's determination and Licensee shall immediately cease interfering with Licensor's Operation. In any event, if Licensee fails to cease its interference with Licensor's Operation within twelve (12) hours of the first notice of interference from Licensor, Licensor shall have the right to discontinue electrical service to the equipment to cause the interference to cease. For a period of thirty (30) calendar days after Licensor determines that Licensee's Operations have caused interference and that the interference has not ceased within twelve (12) hours of the first notice as required, Licensee may remain on the Tower Site, with the approval of Licensor, and perform intermittent testing of potential cures during specified hours. Licensor's approval of a request to remain and conduct intermittent testing during specified hours shall not be unreasonably withheld.

D. Licensee's use of the Tower Site shall be in accordance with the standards imposed by the Federal Communications Commission, and any other local, state, or federal body with authority over radio and microwave transmissions and operations. All fees and costs directly attributable to Licensee's use of the Tower Site shall be at Licensee's expense.

5. APPROVAL OF INSTALLATION AND ENGINEERING ANALYSIS

A. Licensee's Equipment shall not be installed without prior written approval of Licensor. Prior to installation of Licensee's Equipment, Licensee shall provide Licensor with an engineering analysis, to be performed at Licensee's expense, with particular emphasis on, but not limited to, such items as potential interference problems and structural integrity. Licensor shall notify Licensee of the scope of the analysis, and Licensee shall have an analysis performed by a professional engineer licensed and registered in the State of Florida.

B. Within ten (10) working days of receipt of the results of the analysis, Licensor will notify Licensee whether Licensee's Equipment is approved for installation, which approval will not be unreasonably withheld.

C. In the event that any equipment identified on Exhibit B is not subsequently approved for installation and as a result of such disapproval Licensee is unable to use the Tower Site, Licensee may elect to terminate the License Agreement.

6. INSTALLATION, ACCESS AND MAINTENANCE

A. Installation

1. Licensee may have access to the Tower Site beginning on the Commencement Date.

2. Licensee shall provide Licensor not less than three (3) calendar days' written notice of the date(s) on which it intends to install Licensee's Equipment. No installation on the Tower shall be undertaken by Licensee without the prior written consent and approval of Licensor.

3. Licensee shall submit for Licensor's prior written approval detailed plans for use of the area in which it will locate Licensee's Equipment. No installation shall commence until

Licensor has approved the plans. Consent and approval for the initial installation will be deemed given when Licensor's designee signs Licensee's plans. Licensor reserves the right to have a representative present during the various stages of installation. Licensee shall pay for all costs and expenses relating to the installation, including but not limited to, grounding, connection to the site grounding system and cable run. Licensor shall provide Licensee with a maximum of four hundred (400) square feet of ground space and surrounding access for Licensee's erection of non-permanent accessory buildings.

4. Licensee agrees that Licensee's Equipment shall be installed, maintained, inspected and tested pursuant to, and Licensee agrees to comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, the Occupational Safety and Health Administration, and all other federal, state and local rules and regulations.

B. Access to County Tower At Licensor's discretion, all installation, repair, maintenance, or other activities of Licensee requiring access to the Tower Site shall be performed in the presence and subject to the direct inspection of a designated employee or agent of Licensor. Such representative of Licensor shall have the authority to direct any employee or agent of Licensee who is working on the Tower Site to cease any activity when such direction is necessary to protect Licensor's property or operations. Licensee agrees to perform all work in a good and workmanlike manner, and in such a manner so as to not interfere with the operation, physical or electrical performance, or the other characteristics of Licensor's Equipment or Licensor's Operations.

C. Access Control Licensee shall be permitted access to the Tower Site as required for normal operations and maintenance. Licensee will be permitted to install a lock, as approved by Licensor, on the security fencing in order to gain access. Licensee shall permit only authorized personnel to have access to and use of the key. Licensee shall be responsible for closing and locking the gate during and after each entry. Licensee shall notify the Licensor, by telephone, at least one (1) hour prior to entry at any time the Licensee intends to enter the Tower Site.

D. Maintenance Licensee shall maintain the structural integrity of Licensee's Equipment, including, but not limited to, any equipment that is attached to the Tower. Licensee shall inspect all equipment that is attached to the Tower on a regular basis, but in no event less often than annually. Licensor shall maintain the Tower Site, including all required tower marking and lighting, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission. Licensor shall be responsible for maintaining the Tower Site, except for damages caused by Licensee, improvements or accommodations constructed or installed by Licensee, or as otherwise provided in this License Agreement. Licensee shall ensure that in conducting its activities on the Tower Site that it leaves no waste on the exterior grounds of the Tower Site.

7. PEACEFUL USE

Licensor covenants that Licensee, upon the payment of the License Fee and the performance of the covenants and conditions of this License Agreement, shall and may peaceably and quietly use

the Tower Site for the term of the License Agreement. Licensor expressly reserves the right to enter into additional or subsequent License Agreements for portions of the Tower with others; provided, however, that no subsequent License Agreement shall interfere with the rights of Licensee under this License Agreement. Notwithstanding the preceding, in the event of a public emergency, Licensor shall be entitled to full use of the Tower Site in aid of emergency relief and management efforts, and shall not be responsible to Licensee for damages for such use. During any period of emergency use when Licensee's use of the Tower Site is impaired, the License Fee shall abate, on a pro-rata basis.

8. TAXES

Licensee is solely responsible for any and all taxes and assessments imposed as a result of Licensee's use of the Tower Site or otherwise arising out of this License Agreement, which taxes and assessments shall be promptly paid by Licensee when due.

9. PERSONAL PROPERTY

Licensee's Equipment shall remain the personal property Licensee. Prior to the expiration or termination of the License Agreement, Licensee shall remove Licensee's Equipment and restore the Tower Site to the condition that existed immediately prior to the installation. This provision shall apply during the original or any renewal terms of this License Agreement.

10. MATERIALS AND CLAIMS

All materials and labor furnished for any work done on the Tower Site by Licensee shall be at Licensee's sole cost and expense. Licensee shall indemnify, defend, and hold Licensor harmless from all claims of contractors, laborers and materialmen contracted for work on behalf of Licensee.

11. PERMITS

Licensee shall, at its sole cost and expense, obtain all federal, state, county and other permits and governmental authorizations required in order to construct, operate, or otherwise implement its use of the Tower Site. Licensee shall provide Licensor with copies of all permits and governmental authorizations, and no installations or other work will be performed by Licensee until such permits are provided to Licensor.

12. INSURANCE

A. Licensee shall at all times during the term of the License Agreement, at Licensee's sole cost and expense, maintain in effect the following insurance coverages:

1. Commercial General Liability, including contractual liability, products and completed operations coverage, independent contractors, bodily injury, personal injury and death, with limits in excess of $1,000,000 per occurrence, $2,000,000 general aggregate.

2. Worker's Compensation in compliance with statutory requirements where work is being performed. This coverage shall include Employer's Liability coverage with limits in

excess of $1,000,000 per occurrence.

3. Commercial Automobile Liability insurance for bodily injury, property damage, and death in excess of $1,000,000 minimum combined single limits per occurrence. This coverage shall include use of any auto, all owned, non-owned, leased and hired vehicles.

4. All Risk Property coverage for all of Licensee's Equipment and other property under the Licensee's care, custody or control with limits in excess of $2,000,000 per occurrence. This coverage shall extend to any property where contractual provisions require Licensor to maintain insurance.

This insurance shall be the primary insurance and not participating with any other available insurance. In no event shall the limits of the policy or policies be considered as limiting the liability of Licensee under this License Agreement.

B. All insurance required to be maintained by Licensee shall name Licensor as an additional insured and contain provisions that the policies cannot be terminated or materially modified except after thirty (30) calendar days' prior written notice to Licensor. Insurance shall be obtained from insurance companies with a rating of A-/VII or higher by the most recent published edition of the A.M. Best rating guide. All liability coverage shall be through carriers licensed to do business in the State of Florida. Copies of policies or endorsements evidencing such insurance shall be delivered by Licensee to Licensor. Licensee may not enter the Tower Site until the provisions of this section have been met to the satisfaction of Licensor.

13. LIABILITY AND INDEMNITY

Licensee shall indemnify, defend and hold Licensor harmless from and against any liability and all claims of whatever nature arising from any negligent or willful act or omission of Licensee, or its contractors, agents, servants or employees, or arising from any accident, injury or damage caused to any person or property occurring in, on, or about the Tower Site or any part thereof or outside the Tower Site, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Licensee or Licensee's contractors, agents, servants or employees. This indemnity shall include indemnity against all costs, expenses, and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

14. REPAIRS AND RESTORATION

A. If at any time during the initial or renewal term of this License Agreement, the Tower or Tower Site is destroyed or damaged, then, unless Licensor determines that the Tower is no longer required by Licensor in its operation and elects to terminate the License Agreement, Licensor shall promptly repair such damage at Licensor's expense and this License Agreement shall continue in full force and effect. In the event that Licensor elects to terminate the License Agreement, Licensor shall refund to Licensee a prorated amount of the License Fee.

B. If Licensor repairs or restores its improvements, Licensee shall continue the operation of its business on the Tower Site to the extent reasonably practicable from the standpoint of prudent business management. If Licensee's use of the Tower Site is impaired during the period of repair or restoration, the term of the License Agreement shall be extended for a period equal to the period during which Licensee's use is impaired. Licensee shall have no claim against Licensor for any damage, destruction, repair or restoration.

C. If Licensor restores the Tower as provided herein, Licensor shall not be required to restore Licensee's Equipment, such items being the sole responsibility of Licensee.

D. Under no circumstances shall Licensor be required to improve or structurally strengthen the Tower to allow Licensee's continued use of the Tower Site.

15. TERMINATION

A. This License Agreement may be terminated by either party for good cause upon ninety (90) days written notice by the terminating party to the other, in which event Licensee shall be liable for the License Fee through the date of termination.

B. Termination for good cause shall include fraud, lack of compliance with applicable rules, laws, regulations, ordinances, and a Default under this License Agreement.

C. Licensor shall have the right to terminate this License Agreement for convenience upon ninety (90) days' written notice to Licensee. Licensee shall have the right to terminate this License Agreement for convenience upon one years' written notice to the Licensor. In no event shall a termination for convenience be deemed a default, and any such termination shall not subject the parties to any penalty or other claim for damages.

D. Vendor suspension or debarment proceedings brought by Licensor pursuant to Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this License Agreement.

16. ASSIGNMENT

This License Agreement or any extensions of its terms thereof may not be sold, assigned or transferred by the Licensee without the prior written approval of the Licensor.

17. ELECTRICAL POWER AND OTHER NECESSARY FACILITIES

A. Licensee shall be responsible for acquiring electrical power and ensuring that it is separately metered from Licensor's power. Licensee shall be solely responsible for any backup emergency power system it may require. Licensee shall promptly pay all charges for electricity and all other utility services used by Licensee on the Tower Site.

B. Licensor shall furnish a centralized distribution point for utility services to the Tower Site. Licensee shall be responsible for the expansion or improvement of the utility services that it

may require, subject to approval of and under the supervision of Licensor. Licensee shall be responsible for the installation from the centralized distribution point to and including Licensee's Equipment. Licensor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Tower Site and no such failure or interruption shall entitle Licensee to terminate this License Agreement.

18. LICENSE AGREEMENT BINDING

All of the terms, covenants, rights, liabilities and conditions of this License Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

19. DEFAULT AND EFFECT OF DEFAULT

Each of the following events shall constitute a default under this License Agreement by Licensee (Default):

A. If Licensee fails to pay the License Fee or other sums specified in the License Agreement within ten (10) calendar days after the date that the License Fee or sums are due.

B. If Licensee fails to perform or comply with any of the conditions or covenants of this License Agreement and such failure continues for a period of ninety (90) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the ninety (90) day period, and Licensee has commenced good faith efforts to perform and is diligently proceeding to complete performance.

Unless Licensee has commenced good faith efforts within ninety (90) days to correct any Default, the Licensor shall have the right to terminate this License Agreement while any Default continues by giving ninety (90) calendar days written notice to Licensee, and remove or require Licensee to remove Licensee's Equipment from the Tower Site, without prejudice to any other remedy which Licensor might be entitled to pursue, including but not limited to Licensor's rights under section 4 of this License Agreement to eliminate any interference caused by Licensee's Equipment. No portion of the License Fee shall be refunded in the event of a termination due to Default. Licensor may elect, but shall not be required, after ninety (90) days' written notice of the Default to Licensee, to remedy such Default for the account and at the expense of Licensee.

20. SURRENDER AT LICENSE AGREEMENT EXPIRATION

Prior to the expiration or termination of the License Agreement, Licensee shall remove all of Licensee's Equipment from the Tower Site. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Licensee, which shall prevent the removal of Licensee's Equipment from the Tower Site, Licensee shall be allowed an additional reasonable period of time to remove such equipment. In the event that Licensee fails to remove any of Licensee's Equipment from the Tower Site, upon expiration or termination of the License Agreement (or additional period allowed by Licensor) the remaining equipment shall become the property of Licensor, and Licensor may take possession of or remove and dispose of it at

Licensor's discretion.

21. REMEDIES CUMULATIVE

No remedy available to Licensor or Licensee is intended to be exclusive of any other remedy in this License Agreement or in law or equity; each remedy shall be cumulative and shall be in addition to every other remedy in this License Agreement or in law or equity.

22. SEVERABILITY

Any provision of this License Agreement that shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and such remaining provisions shall remain in full force and effect.

23. HEADINGS

The paragraph captions contained in this License Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision.

24. INCORPORATION OF PRIOR AGREEMENTS

This License Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this License Agreement, and no other agreement or understanding pertaining to any such matters shall be effective for any purpose. This License Agreement shall not be amended except in writing and executed by the parties.

25. NOTICES

A. All notices and demands incidental to this License Agreement or the use of the Tower Site shall be deemed duly served, if sent by one party to the other, registered or certified mail, return receipt requested, postage prepaid, to the address below or such other address as the party may designate in writing:

LICENSEE:

New Cingular Wireless PCS, LLC
Attn: June Palozzola
3900 N. Causeway Blvd., Suite 1150
Metairie, LA 70002

LICENSOR:

Michael T. Moring, Division Manager
Emergency Communications
6575 North W Street
Pensacola, Florida 32505

COPY TO:

Judith A. Fairweather, Esq.
(973) 401-1111
jfairweather@pinilishalpern.com

COPY TO:

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

Notwithstanding the foregoing, the notice required in section 4 shall be communicated by telephone to the individuals identified in Exhibit D.

B. License fees and other amounts shall be paid and sent to the following address:

Clerk of the Circuit Court
190 West Government Street
Pensacola, Florida 32502

26. WAIVERS

No waiver by Licensor of any provision of this License Agreement shall be deemed to be a waiver of any other provision or of any subsequent breach of Licensee of the same, nor shall any consent or approval be deemed to eliminated Licensee's obligation to obtain Licensor's consent to or approval of any subsequent act by Licensee, whether similar or not.

27. ACCEPTANCE OF TOWER SITE

Licensee accepts the Tower Site in its current condition and waives any right or claim against Licensor arising out of the condition of the Tower Site, including the improvements, appurtenances, and other equipment. Except as otherwise expressly provided in this License Agreement, Licensee agrees that Licensor shall have no responsibility or liability whatsoever for any loss of or damage to any of Licensee's Equipment.

28. GOVERNING LAW, VENUE, AND ATTORNEY FEES

This License Agreement shall be construed according to the law of the State of Florida, and venue for any legal action arising out of or related to this License Agreement shall be in Escambia County, Florida. Each party shall bear its own costs and attorney fees in the event of litigation or dispute resolution proceeding.

29. HAZARDOUS SUBSTANCES

A. Licensee shall not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Tower Site in violation of any law or regulation.

B. As used herein, Hazardous Material shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law, rule or regulation.

30. PUBLIC RECORDS

A. Licensee shall keep such records and accounts and shall require any subcontractors to keep records and accounts as required by Florida law. Such books and records will be available at all reasonable times for examination and audit by Licensor, and shall be kept for a period of three (3) years after termination of this License Agreement unless otherwise required by law.

B. Licensee acknowledges that this License 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 Licensor fails to abide by the provisions of Chapter 119, Florida Statutes, Licensor may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee still fails to allow access to such documents, terminate this License Agreement.

31. RELATIONSHIP OF PARTIES

Nothing in this License Agreement nor any act of the parties shall be deemed or construed by the parties or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatever between Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed under seal on the day and year first shown above.

LICENSOR:

ESCAMBIA COUNTY, FLORIDA, acting 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 Approval:

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date May 28, 2014

LICENSEE:

By: _____

Printed Name June Palozzola

Title Area Mgr C&E

Lori Voisin
Witness

Lori T Voisin
Print Name

Witness

Allison Harbin
Print Name

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 8th day of May, 2014, by June Palozzola, as Area Manager, C&E of New Cingular Wireless PCS, LLC, who (X) is personally known to me, ( ) produced current _____ as identification.

Lisa Henderson
Signature of Notary Public

(Notary Seal) LISA HENDERSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Lisa Henderson
Printed Name

EXHIBIT A

Gonzalez Tower

Street Address: 90 and 9 Boys Ranch Road

Tower Height: 300 feet (Self Support)

Antenna Mounting Height: Antenna mounting elevations must be contained below the top of the tower and shall not interfere with existing equipment at any level. Interference modulation shall not occur.

Legal Description & Aerial: See attachments

Exhibit "A"

Commencing at a round concrete monument located at the Southeast corner of the Manual Gonzalez grant (being Section 12, Township 1 North, Range 30 West) as established by W. Wheat in 1967; thence S 50°33'50" W along the south line of said Gonzalez grant (being a common section line between said grant and Section 13, Township 1 North, Range 30 West) for 808.09 feet to a round concrete monument and Point of Beginning; thence continue S 50°33'50" W along the same course for 504.28 feet to the east R/W line of Goldenrod Road (66' R/W) recorded in Deed Book 497 at page 287; and point "A"; thence begin at the Point of Beginning; thence N 89°59'33" E along the south of property surveyed by W. Wheat in 1967 (also being the north line of Government Lot 3) for 555.26 feet to a round concrete monument on the west boundary of Gonzalez Heights Subdivision as recorded in Plat Book 3 at page 46 (said point being 46.56 feet south of the concrete monument at the Northwest corner of said S/D); thence S 00°00'00" E along the west boundary line of said Gonzalez Heights S/D for 811.00 feet to a concrete monument located at the southwest corner of said Gonzalez Heights S/D; thence continue S 00°00'00" E along the same course for 20.02 feet to the north R/W line of Chemstrand Road (66' R/W); thence N 86°43'01 W along said north R/W line for 177.82 feet to a concrete monument; thence N 77°59'03" W for 578.60 feet to a capped iron pin #3286; thence N 19°11'54" W for 415.37 feet to a capped iron pin #3286; thence S 49°34'29" W for 57.72 feet to the east R/W line of Goldenrod Road; thence N 39°26'10" W for 32.77 feet along said east R/W line to the aforementioned point "A"; thence N 50°33'50" E along the south line of said Gonzalez grant for 504.28 feet to the Point of Beginning, lying and being in Escambia County, Florida.

Parcel ID No. 13 1N 30 3003 001 001

RCD Feb 26, 1998 09:32 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-460250

EXHIBIT B

EQUIPMENT LIST

GONZALEZ MICROWAVE SITE

Six (6) Kathrein Antennas
Three (3) Andrew Antennas
Twelve (12) TMAs
Twelve (12) lines of coax
Twelve (12) RETs
Three (3) RRUS
Two (2) DC Cables
Two (2) Power Cables
One (1) Surge Arrestor

In addition we currently lease 304.8 sq ft of ground space to include our 12'x10' Equipment Shelter, and a 10'x6' pad for a Kohler Generator.

TX: UMTS 880.02-889.98, 891.51-893.57 1965.0-1975.0; 1982.5-1990
LTE 710.0-716.0
RX: UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0;1902.5-1910
LTE 740.0-746.0

Wattages : 800 Frequency - 500 watts
700 Frequency - 1000 watts
1900 Frequency - 2500 watts

PIPELINE MICROWAVE SITE

First time install at 170' CL adding:
(6) Andrew SBNHH-1D65C antennas
(3) Andrew SBNHH-1D6565C antennas
(15) Ericsson RRUS-11
(3) Demarc boxes
(2) Fiber cable
(4) DC cables
(1) RET Control cable

(1) 12'x30' Shelter with Generator

TX: UMTS 880.02-889.98, 891.51-893.57 1965.0-1975.0; 1982.5-1990
LTE 710.0-716.0
RX: UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0;1902.5-1910
LTE 740.0-746.0

Wattages : 800 Frequency - 500 watts
700 Frequency - 1000 watts
1900 Frequency - 2500 watts

EXHIBIT C

License Fees

Initial Term	
Years 1 through 5	$ 40,400.00
Years 6 through 10 (5% increase)	$ 42,420.00
Years 11 through 15 (5% increase)	$ 44,541.00
Years 16 through 20 (5% increase)	$ 46,768.05
Renewal Term	
Years 21 through 25 (5% increase)	$ 49,106.45

EXHIBIT D

Telephone Contact Information:

Licensor: Michael Moring, Division Manager
Emergency Communications
6575 N. "W" Street
Pensacola, FL 32505
(850) 471-6315

Licensee: Barry Gannon
575 Morosgo Drive, Rm 13H63
Atlanta, GA 30324
(404) 685-7868

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6279 **County Administrator's Report 13. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Antenna Mounting Space License Agreement - Pipeline Microwave Site
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Antenna Mounting Space License Agreement for the Pipeline Microwave Site - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement (PD 13-14.032), between Escambia County and New Cingular Wireless PCS, LLC, for the Pipeline Microwave Site:

A. Approve the License Agreement to grant New Cingular Wireless PCS, LLC, the use of the Pipeline Microwave Site for the sole purposes of installing, erecting, operating, maintaining, repairing, and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception, and transmission along with appurtenances to the tower and equipment, for an annual fee of $30,000, during the first 5 years of the 20-year term, thereafter increasing by 5% on each 5-year anniversary of the commencement date, with an option to renew the License for 1 additional 5-year term; and,

B. Authorize the Chairman to sign the License Agreement.

[Funding: License fees are credited to Fund 001, General Fund, Revenue Account XXXXXX (NEW), Cingular, Pipeline, License (suggested title)]

BACKGROUND:

On April 29, 2014, the Board awarded a contract (PD 13-14.032, Antenna Mounting Space License Agreement) to New Cingular Wireless PCS, LLC, in the amount of $30,000, for the Pipeline Microwave Site, located at 5725 Pipeline Road. The *Antenna Mounting Space License Agreement (Pipeline Microwave Site)* will grant New Cingular Wireless PCS, LLC the use of the Pipeline Microwave Site for the sole purpose of installing, erecting, operating, maintaining, repairing and removing its communications equipment, which may include an accessory equipment building and equipment for communication, reception and transmission along with appurtenances to the tower and equipment. The initial term of the License Agreement is 20 years. The Licensee will pay an annual License Fee of $30,000 for the first 5 years of the Agreement; thereafter, the Fee will increase by 5% on each 5-year anniversary of the commencement date.

The Purchasing Office solicited Invitations to Bid for antenna mounting space licenses for 3 microwave towers, Gonzalez, Pipeline and Don Sutton. New Cingular Wireless PCS, LLC was awarded the contracts for Gonzalez and Pipeline. There were no responses for the Don Sutton Site.

BUDGETARY IMPACT:

License fees are credited to Fund 001, General Fund, Revenue Account XXXXXX (NEW), Cingular, Pipeline, License (suggested title).

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Assistant County Attorney, approved the License Agreement as to form and legal sufficiency on May 28, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require that the Board approve all agreements.

IMPLEMENTATION/COORDINATION:

The Escambia County Public Safety Department, Emergency Communications Division Manager will oversee this lease.

Attachments

PD 13-14.032 Notice of Recommended Award

Pipeline Antenna License Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Antenna Mounting Space License Agreement ITB#: PD 13-14.032						
BID Opening Time: 3:00PM, CDT BID Opening Date: 4/1/14 Opening Location: Purchasing NAME OF BIDDERS	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Gonzalez Microwave Site	Pipeline Microwave Site	Don Sutton Microwave Site
New Cingular Wireless PCS, LLC	Y	Y	Y	Y	$40,400	$30,000	NA
BID S OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager DATE: April 1, 2014						
BIDS TABULATED BY:	Lori Kistler, Senior Office Support Assistant DATE: April 1, 2014						
BIDS WITNESSED BY:	Lori Kistler, Senior Office Support Assistant DATE: April 1, 2014						

CAR DATE 4/29/2014 BOCC DATE 4/29/2014

That the Board award a Contract to New Cingular Wireless, PCS, LLC for $40,400 for Gonzalez Microwave Site and $30,000 for Pipeline Microwave Site. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 4/2/14 @ 9:30am

CS/lk

ANTENNA MOUNTING SPACE LICENSE AGREEMENT
(Pipeline Microwave Site)

This Antenna Mounting Space License Agreement ("License Agreement"), made this _____ day of _____, 20___ by and between Escambia County, a political subdivision of the State of Florida, ("Licensor"), whose address is 221 Palafox Place, Pensacola, FL 32502 and New Cingular Wireless PCS, LLC ("Licensee"), whose address is 3900 N. Causeway Boulevard, Metairie, LA 70002.

WITNESSETH

WHEREAS, Licensor has identified surplus antenna mounting space on its communication towers and wishes to license the use of the space; and

WHEREAS, Licensee is in need of a structure on which to mount its communication equipment at a location owned by Licensor; and

WHEREAS, Licensor has determined that licensing the antenna mounting space will not interfere with the public safety needs of Licensor's communications system and will benefit the public by defraying the cost of the Licensor's communications system and by minimizing the number of towers that are erected in Escambia County, Florida;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES

A. Licensor owns certain real property in Escambia County, Florida, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Land"), upon which Licensor owns and operates a communication tower ("Tower"). (The Land and the Tower hereinafter referred to collectively as the "Tower Site".)

B. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor use of that certain antenna mounting space on the Tower Site at the approximate elevation levels shown on Exhibit A, for the term, at the License Fee, and upon all of the conditions and agreements set forth herein, to enable Licensee to attach, maintain and operate a communications system and for no other purpose. The exact location on the tower shall be determined by Licensee and Licensor in conjunction with Licensor's engineers so as to avoid interference with lighting equipment or other antennas on the Tower, as may be applicable. Licensee's use of the determined locations on the Tower shall be exclusive, although its right to license space on the Tower shall be non-exclusive.

C. The description of Licensee's antennas and equipment, wattages and frequencies, and any accessory buildings (Licensee's Equipment) is attached as Exhibit B. Licensee shall be solely responsible for all costs associated with installing and maintaining Licensee's Equipment on the Tower Site, including but not limited to any structural strengthening of the Tower that may be required by Licensor's structural engineer or otherwise required by law or regulation.

D. Licensee shall have the right to make alterations and additions that will not adversely affect the integrity or current operation of the Tower provided such alterations and additions do not result in an antenna configuration with a greater weight or wind loading than that of the antenna configuration specified in this License Agreement; provided further, that written consent for such alterations and additions must first be obtained from Licensor, which consent shall not be unreasonably withheld.

E. Upon one hundred twenty (120) days prior written notice to Licensee, Licensor may require that Licensee's antennas be relocated to another height on the Tower to accommodate Licensor's needs only and not those of third parties. Licensor agrees that it will make a good faith effort to relocate Licensee's antennas to a height that will meet Licensee's transmission needs. The cost of this relocation including any enhancements that may be required will be borne by Licensee. If Licensee is unable to use the available locations on Licensor's Tower, or if the Tower will not structurally support Licensee's loading requirements and Licensee chooses not to bear the cost of structural strengthening of the Tower to accommodate its loading requirements, Licensee shall have the right to terminate this License Agreement.

F. Licensor agrees to allow Licensee, at Licensee's sole cost and expense, to construct or locate an accessory building on the Tower Site, not to exceed the dimensions shown on the attached Exhibit B, which shall be used exclusively by Licensee during the term of this License Agreement and any renewals hereof to house Licensee's Equipment. Licensor shall at all times hold title to any building constructed on the Tower Site.

G. Licensee shall submit to Licensor a list of all contractors or subcontractors chosen by Licensee for installation of Licensee's Equipment for Licensor's approval. Alternatively, Licensee may agree to use contractors or subcontractors chosen by Licensor for the installation of Licensee's Equipment. Licensee will provide all antennas, necessary transmission lines, fixtures, side mounts and mounting hardware.

2. <u>TERM</u>

The initial term of this License Agreement shall be for a period of twenty (20) years and shall commence (Commencement Date) on _____, 20___ and shall terminate _____, 20___. At Licensee's sole discretion, Licensee may renew this License Agreement for one (1) additional five (5) year term subject to agreement by the parties on any proposed modifications to Licensee's Equipment, statutory and local ordinance changes, and insurance. Licensee shall provide Licensor six (6) months written notice of its intent to renew prior to expiration of the current term. Should Licensee remain on the Tower Site after the expiration of the original term or any renewal term, such holding over shall be subject to all covenants, conditions, and obligations contained herein or as modified, and Licensee agrees that the License Fee during such holdover period shall increase to an amount equal to one and one half times the otherwise effective monthly License Fee payable for the previous term and shall be paid prior to the beginning of each month of the holdover period; provided however, this provision shall not be construed to give Licensee any right to hold over or to continue in possession of the Tower Site after the expiration of the term of this License Agreement, including any renewal terms.

3. LICENSE FEE PAYMENT

A. For the first five (5) years of the initial term, Licensee shall pay to Licensor the annual License Fee of $30,000.00. The License Fee shall increase by five percent (5%) on each five-year anniversary of the Commencement Date, as shown in the attached Exhibit C. The License Fee shall be payable in advance prior to the Commencement Date and each subsequent anniversary date thereafter. Licensee shall to be responsible for payment of any sales tax that may be due in addition to the License Fee.

B. All License Fees or other monetary obligations if not paid when due, and any other cost or expenditure incurred by the Licensor in performing any obligation required to be performed by Licensee herein shall bear interest at eighteen per cent (18%) per annum from the date such payments are due or the date the expenditures were incurred.

4. USE OF PREMISES

A. Licensee agrees to use the Premises solely for the purposes of installing, erecting, operating, maintaining, repairing, and removing a Licensee's Equipment, which may include an accessory equipment building and equipment for communication, reception and transmission along with appurtenances to the tower and equipment. All structures and equipment intended to be used on the Tower Site and the frequencies of operation of such equipment are set forth in detail in Exhibit B. Licensor shall not place any sign, advertisement or other notice on or about the Tower Site that identifies Licensee in any way.

B. At least ten (10) days prior to making any changes or modifications in Licensee's Equipment on the Tower, Licensee shall notify Licensor in writing and specify in detail the proposed change or modification. Licensor reserves the right to reject any proposed change or modification for any reason, except for a request to substitute a unit or piece of equipment initially approved by Licensor and identified on Exhibit B with a substantially similar unit or piece of equipment (Substitute). Licensor shall not unreasonably withhold approval of a request to Substitute. A change or modification solely to the interior of a building that does not affect equipment located on the Tower is not considered a change or modification of Licensee's Equipment.

C. Licensee's use of the Tower Site shall not interfere in any way with the operations of Licensor or Licensor's existing licensees (collectively "Licensor's Operation"), including but not limited to, radio frequency interference. In the event that Licensor determines that an installation or activity of Licensee is causing interference to Licensor's Operations, Licensor shall give notice of the interference (to be followed by written notice) to Licensee. Licensee shall immediately dispatch authorized representatives to inspect and test Licensee's Equipment and operation. Licensor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. Licensor shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical service to Licensee's Equipment and operation within three (3) hours of the first notice of interference. If, after considering the results of Licensee's inspection and tests or any technical evaluation performed by Licensor, Licensor determines that Licensee is, in fact, causing interference to Licensor's Operation, Licensor shall, notify Licensee of Licensor's determination and Licensee shall immediately cease interfering with Licensor's Operation. In any event, if Licensee fails to

cease its interference with Licensor's Operation within twelve (12) hours of the first notice of interference from Licensor, Licensor shall have the right to discontinue electrical service to the equipment to cause the interference to cease. For a period of thirty (30) calendar days after Licensor determines that Licensee's Operations have caused interference and that the interference has not ceased within twelve (12) hours of the first notice as required, Licensee may remain on the Tower Site, with the approval of Licensor, and perform intermittent testing of potential cures during specified hours. Licensor's approval of a request to remain and conduct intermittent testing during specified hours shall not be unreasonably withheld.

D. Licensee's use of the Tower Site shall be in accordance with the standards imposed by the Federal Communications Commission, and any other local, state, or federal body with authority over radio and microwave transmissions and operations. All fees and costs directly attributable to Licensee's use of the Tower Site shall be at Licensee's expense.

5. APPROVAL OF INSTALLATION AND ENGINEERING ANALYSIS

A. Licensee's Equipment shall not be installed without prior written approval of Licensor. Prior to installation of Licensee's Equipment, Licensee shall provide Licensor with an engineering analysis, to be performed at Licensee's expense, with particular emphasis on, but not limited to, such items as potential interference problems and structural integrity. Licensor shall notify Licensee of the scope of the analysis, and Licensee shall have an analysis performed by a professional engineer licensed and registered in the State of Florida.

B. Within ten (10) working days of receipt of the results of the analysis, Licensor will notify Licensee whether Licensee's Equipment is approved for installation, which approval will not be unreasonably withheld.

C. In the event that any equipment identified on Exhibit B is not subsequently approved for installation and as a result of such disapproval Licensee is unable to use the Tower Site, Licensee may elect to terminate the License Agreement.

6. INSTALLATION, ACCESS AND MAINTENANCE

A. Installation

1. Licensee may have access to the Tower Site beginning on the Commencement Date.

2. Licensee shall provide Licensor not less than three (3) calendar days' written notice of the date(s) on which it intends to install Licensee's Equipment. No installation on the Tower shall be undertaken by Licensee without the prior written consent and approval of Licensor.

3. Licensee shall submit for Licensor's prior written approval detailed plans for use of the area in which it will locate Licensee's Equipment. No installation shall commence until Licensor has approved the plans. Consent and approval for the initial installation will be deemed given when Licensor's designee signs Licensee's plans. Licensor reserves the right to have a

representative present during the various stages of installation. Licensee shall pay for all costs and expenses relating to the installation, including but not limited to, grounding, connection to the site grounding system and cable run. Licensor shall provide Licensee with a maximum of four hundred (400) square feet of ground space and surrounding access for Licensee's erection of non-permanent accessory buildings.

4. Licensee agrees that Licensee's Equipment shall be installed, maintained, inspected and tested pursuant to, and Licensee agrees to comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, the Occupational Safety and Health Administration, and all other federal, state and local rules and regulations.

B. Access to County Tower At Licensor's discretion, all installation, repair, maintenance, or other activities of Licensee requiring access to the Tower Site shall be performed in the presence and subject to the direct inspection of a designated employee or agent of Licensor. Such representative of Licensor shall have the authority to direct any employee or agent of Licensee who is working on the Tower Site to cease any activity when such direction is necessary to protect Licensor's property or operations. Licensee agrees to perform all work in a good and workmanlike manner, and in such a manner so as to not interfere with the operation, physical or electrical performance, or the other characteristics of Licensor's Equipment or Licensor's Operations.

C. Access Control Licensee shall be permitted access to the Tower Site as required for normal operations and maintenance. Licensee will be permitted to install a lock, as approved by Licensor, on the security fencing in order to gain access. Licensee shall permit only authorized personnel to have access to and use of the key. Licensee shall be responsible for closing and locking the gate during and after each entry. Licensee shall notify the Licensor, by telephone, at least one (1) hour prior to entry at any time the Licensee intends to enter the Tower Site.

D. Maintenance Licensee shall maintain the structural integrity of Licensee's Equipment, including, but not limited to, any equipment that is attached to the Tower. Licensee shall inspect all equipment that is attached to the Tower on a regular basis, but in no event less often than annually. Licensor shall maintain the Tower Site, including all required tower marking and lighting, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission. Licensor shall be responsible for maintaining the Tower Site, except for damages caused by Licensee, improvements or accommodations constructed or installed by Licensee, or as otherwise provided in this License Agreement. Licensee shall ensure that in conducting its activities on the Tower Site that it leaves no waste on the exterior grounds of the Tower Site.

7. PEACEFUL USE

Licensor covenants that Licensee, upon the payment of the License Fee and the performance of the covenants and conditions of this License Agreement, shall and may peaceably and quietly use the Tower Site for the term of the License Agreement. Licensor expressly reserves the right to enter into additional or subsequent License Agreements for portions of the Tower with others; provided,

however, that no subsequent License Agreement shall interfere with the rights of Licensee under this License Agreement. Notwithstanding the preceding, in the event of a public emergency, Licensor shall be entitled to full use of the Tower Site in aid of emergency relief and management efforts, and shall not be responsible to Licensee for damages for such use. During any period of emergency use when Licensee's use of the Tower Site is impaired, the License Fee shall abate, on a pro-rata basis.

8. TAXES

Licensee is solely responsible for any and all taxes and assessments imposed as a result of Licensee's use of the Tower Site or otherwise arising out of this License Agreement, which taxes and assessments shall be promptly paid by Licensee when due.

9. PERSONAL PROPERTY

Licensee's Equipment shall remain the personal property Licensee. Prior to the expiration or termination of the License Agreement, Licensee shall remove Licensee's Equipment and restore the Tower Site to the condition that existed immediately prior to the installation. This provision shall apply during the original or any renewal terms of this License Agreement.

10. MATERIALS AND CLAIMS

All materials and labor furnished for any work done on the Tower Site by Licensee shall be at Licensee's sole cost and expense. Licensee shall indemnify, defend, and hold Licensor harmless from all claims of contractors, laborers and materialmen contracted for work on behalf of Licensee.

11. PERMITS

Licensee shall, at its sole cost and expense, obtain all federal, state, county and other permits and governmental authorizations required in order to construct, operate, or otherwise implement its use of the Tower Site. Licensee shall provide Licensor with copies of all permits and governmental authorizations, and no installations or other work will be performed by Licensee until such permits are provided to Licensor.

12. INSURANCE

A. Licensee shall at all times during the term of the License Agreement, at Licensee's sole cost and expense, maintain in effect the following insurance coverages:

1. Commercial General Liability, including contractual liability, products and completed operations coverage, independent contractors, bodily injury, personal injury and death, with limits in excess of $1,000,000 per occurrence, $2,000,000 general aggregate.

2. Worker's Compensation in compliance with statutory requirements where work is being performed. This coverage shall include Employer's Liability coverage with limits in excess of $1,000,000 per occurrence.

3. Commercial Automobile Liability insurance for bodily injury, property damage, and death in excess of $1,000,000 minimum combined single limits per occurrence. This coverage shall include use of any auto, all owned, non-owned, leased and hired vehicles.

4. All Risk Property coverage for all of Licensee's Equipment and other property under the Licensee's care, custody or control with limits in excess of $2,000,000 per occurrence. This coverage shall extend to any property where contractual provisions require Licensor to maintain insurance.

This insurance shall be the primary insurance and not participating with any other available insurance. In no event shall the limits of the policy or policies be considered as limiting the liability of Licensee under this License Agreement.

B. All insurance required to be maintained by Licensee shall name Licensor as an additional insured and contain provisions that the policies cannot be terminated or materially modified except after thirty (30) calendar days' prior written notice to Licensor. Insurance shall be obtained from insurance companies with a rating of A-/VII or higher by the most recent published edition of the A.M. Best rating guide. All liability coverage shall be through carriers licensed to do business in the State of Florida. Copies of policies or endorsements evidencing such insurance shall be delivered by Licensee to Licensor. Licensee may not enter the Tower Site until the provisions of this section have been met to the satisfaction of Licensor.

13. LIABILITY AND INDEMNITY

Licensee shall indemnify, defend and hold Licensor harmless from and against any liability and all claims of whatever nature arising from any negligent or willful act or omission of Licensee, or its contractors, agents, servants or employees, or arising from any accident, injury or damage caused to any person or property occurring in, on, or about the Tower Site or any part thereof or outside the Tower Site, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Licensee or Licensee's contractors, agents, servants or employees. This indemnity shall include indemnity against all costs, expenses, and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

14. REPAIRS AND RESTORATION

A. If at any time during the initial or renewal term of this License Agreement, the Tower or Tower Site is destroyed or damaged, then, unless Licensor determines that the Tower is no longer required by Licensor in its operation and elects to terminate the License Agreement, Licensor shall promptly repair such damage at Licensor's expense and this License Agreement shall continue in full force and effect. In the event that Licensor elects to terminate the License Agreement, Licensor shall refund to Licensee a prorated amount of the License Fee.

B. If Licensor repairs or restores its improvements, Licensee shall continue the operation of its business on the Tower Site to the extent reasonably practicable from the standpoint of prudent business management. If Licensee's use of the Tower Site is impaired during the period of repair or

restoration, the term of the License Agreement shall be extended for a period equal to the period during which Licensee's use is impaired. Licensee shall have no claim against Licensor for any damage, destruction, repair or restoration.

C. If Licensor restores the Tower as provided herein, Licensor shall not be required to restore Licensee's Equipment, such items being the sole responsibility of Licensee.

D. Under no circumstances shall Licensor be required to improve or structurally strengthen the Tower to allow Licensee's continued use of the Tower Site.

15. TERMINATION

A. This License Agreement may be terminated by either party for good cause upon ninety (90) days written notice by the terminating party to the other, in which event Licensee shall be liable for the License Fee through the date of termination.

B. Termination for good cause shall include fraud, lack of compliance with applicable rules, laws, regulations, ordinances, and a Default under this License Agreement.

C. Licensor shall have the right to terminate this License Agreement for convenience upon ninety (90) days' written notice to Licensee. Licensee shall have the right to terminate this License Agreement for convenience upon one years' written notice to the Licensor. In no event shall a termination for convenience be deemed a default, and any such termination shall not subject the parties to any penalty or other claim for damages.

D. Vendor suspension or debarment proceedings brought by Licensor pursuant to Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this License Agreement.

16. ASSIGNMENT

This License Agreement or any extensions of its terms thereof may not be sold, assigned or transferred by the Licensee without the prior written approval of the Licensor.

17. ELECTRICAL POWER AND OTHER NECESSARY FACILITIES

A. Licensee shall be responsible for acquiring electrical power and ensuring that it is separately metered from Licensor's power. Licensee shall be solely responsible for any backup emergency power system it may require. Licensee shall promptly pay all charges for electricity and all other utility services used by Licensee on the Tower Site.

B. Licensor shall furnish a centralized distribution point for utility services to the Tower Site. Licensee shall be responsible for the expansion or improvement of the utility services that it may require, subject to approval of and under the supervision of Licensor. Licensee shall be responsible for the installation from the centralized distribution point to and including Licensee's Equipment. Licensor shall not be liable in damages or otherwise for any failure or interruption of

any utility service being furnished to the Tower Site and no such failure or interruption shall entitle Licensee to terminate this License Agreement.

18. LICENSE AGREEMENT BINDING

All of the terms, covenants, rights, liabilities and conditions of this License Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

19. DEFAULT AND EFFECT OF DEFAULT

Each of the following events shall constitute a default under this License Agreement by Licensee (Default):

A. If Licensee fails to pay the License Fee or other sums specified in the License Agreement within ten (10) calendar days after the date that the License Fee or sums are due.

B. If Licensee fails to perform or comply with any of the conditions or covenants of this License Agreement and such failure continues for a period of ninety (90) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the ninety (90) day period, and Licensee has commenced good faith efforts to perform and is diligently proceeding to complete performance.

Unless Licensee has commenced good faith efforts within ninety (90) days to correct any Default, the Licensor shall have the right to terminate this License Agreement while any Default continues by giving ninety (90) calendar days written notice to Licensee, and remove or require Licensee to remove Licensee's Equipment from the Tower Site, without prejudice to any other remedy which Licensor might be entitled to pursue, including but not limited to Licensor's rights under section 4 of this License Agreement to eliminate any interference caused by Licensee's Equipment. No portion of the License Fee shall be refunded in the event of a termination due to Default. Licensor may elect, but shall not be required, after ninety (90) days' written notice of the Default to Licensee, to remedy such Default for the account and at the expense of Licensee.

20. SURRENDER AT LICENSE AGREEMENT EXPIRATION

Prior to the expiration or termination of the License Agreement, Licensee shall remove all of Licensee's Equipment from the Tower Site. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Licensee, which shall prevent the removal of Licensee's Equipment from the Tower Site, Licensee shall be allowed an additional reasonable period of time to remove such equipment. In the event that Licensee fails to remove any of Licensee's Equipment from the Tower Site, upon expiration or termination of the License Agreement (or additional period allowed by Licensor) the remaining equipment shall become the property of Licensor, and Licensor may take possession of or remove and dispose of it at Licensor's discretion.

21. REMEDIES CUMULATIVE

No remedy available to Licensor or Licensee is intended to be exclusive of any other remedy in this License Agreement or in law or equity; each remedy shall be cumulative and shall be in addition to every other remedy in this License Agreement or in law or equity.

22. SEVERABILITY

Any provision of this License Agreement that shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and such remaining provisions shall remain in full force and effect.

23. HEADINGS

The paragraph captions contained in this License Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision.

24. INCORPORATION OF PRIOR AGREEMENTS

This License Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this License Agreement, and no other agreement or understanding pertaining to any such matters shall be effective for any purpose. This License Agreement shall not be amended except in writing and executed by the parties.

25. NOTICES

A. All notices and demands incidental to this License Agreement or the use of the Tower Site shall be deemed duly served, if sent by one party to the other, registered or certified mail, return receipt requested, postage prepaid, to the address below or such other address as the party may designate in writing:

LICENSEE:

New Cingular Wireless PCS, LLC
Attn: June Palozzola
3900 N. Causeway Blvd., Suite 1150
Metairie, LA 70002

LICENSOR:

Michael T. Moring, Division Manager
Emergency Communications
6575 North W Street
Pensacola, Florida 32505

COPY TO:

Judith A. Fairweather, Esq.
(973) 401-1111
jfairweather@pinilishalpern.com

COPY TO:

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

Notwithstanding the foregoing, the notice required in section 4 shall be communicated by telephone to the individuals identified in Exhibit D.

B. License fees and other amounts shall be paid and sent to the following address:

Clerk of the Circuit Court
190 West Government Street
Pensacola, Florida 32502

26. WAIVERS

No waiver by Licensor of any provision of this License Agreement shall be deemed to be a waiver of any other provision or of any subsequent breach of Licensee of the same, nor shall any consent or approval be deemed to eliminated Licensee's obligation to obtain Licensor's consent to or approval of any subsequent act by Licensee, whether similar or not.

27. ACCEPTANCE OF TOWER SITE

Licensee accepts the Tower Site in its current condition and waives any right or claim against Licensor arising out of the condition of the Tower Site, including the improvements, appurtenances, and other equipment. Except as otherwise expressly provided in this License Agreement, Licensee agrees that Licensor shall have no responsibility or liability whatsoever for any loss of or damage to any of Licensee's Equipment.

28. GOVERNING LAW, VENUE, AND ATTORNEY FEES

This License Agreement shall be construed according to the law of the State of Florida, and venue for any legal action arising out of or related to this License Agreement shall be in Escambia County, Florida. Each party shall bear its own costs and attorney fees in the event of litigation or dispute resolution proceeding.

29. HAZARDOUS SUBSTANCES

A. Licensee shall not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Tower Site in violation of any law or regulation.

B. As used herein, Hazardous Material shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law, rule or regulation.

30. PUBLIC RECORDS

A. Licensee shall keep such records and accounts and shall require any subcontractors to keep records and accounts as required by Florida law. Such books and records will be available at all reasonable times for examination and audit by Licensor, and shall be kept for a period of three (3) years after termination of this License Agreement unless otherwise required by law.

B. Licensee acknowledges that this License 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 Licensor fails to abide by the provisions of Chapter 119, Florida Statutes, Licensor may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee still fails to allow access to such documents, terminate this License Agreement.

31. RELATIONSHIP OF PARTIES

Nothing in this License Agreement nor any act of the parties shall be deemed or construed by the parties or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatever between Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed under seal on the day and year first shown above.

LICENSOR:

ESCAMBIA COUNTY, FLORIDA, acting 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 Approval:

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date May 28, 2014

LICENSEE:

By: _____

Printed Name June Palozzola

Title Area Mgr C&E 4.18.14

Lori Voisin
Witness
Lori T Voisin
Print Name

Witness
Allison Harbin
Print Name

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 18th day of APRIL, 2014, by June Palozzola, as Area Manager, C&E of New Cingular Wireless PCS, LLC, who (_) is personally known to me, (_) produced current _____ as identification.

Lisa Henderson
Signature of Notary Public

(Notary Seal) LISA HENDERSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Lisa Henderson
Printed Name

EXHIBIT A

Pipeline Tower

Street Address: 5725 Pipeline Road

Tower Height: 370 feet (Guyed)

Antenna Mounting Height: Antenna mounting elevations must be contained below the top of the tower and shall not interfere with existing equipment at any level. Interference modulation shall not occur.

Legal Description & Aerial: See attachments

Exhibit "A"

SECTION 48000-2504
COUNTY Escambia

DESCRIPTION OF PROPERTY TO BE QUIT CLAIMED TO BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (PART OF 100.1)

That part of the Antonio Colein Grant, Section 44, Township 1 South, Range 30 West, Escambia County, Florida more particularly described as: Begin at the permanent reference monument located at the most Northerly corner of Unit 8 of Crescent Lake, as recorded in Plat Book 7, at Page 3 of the Public Records of Escambia County, Florida; thence South 19°40'30" East along the Easterly line of said subdivision for a distance of 768.82 feet to the Northerly right-of-way line of a 66' county right-of-way, as recorded in Deed Book 483, at Page 38 of said Public Records; thence North 73°07'44" East along said Northerly right-of-way line for a distance of 464.29 feet to the Westerly right-of-way line of The United Gas Pipe Line Company's 30' right-of-way, as recorded in Deed Book 435, at Page 553; thence North 19°02'20" West along said Westerly right-of-way line for a distance of 773.71 feet to the North line of said section; thence South 72°29'30" West along the North line of said section for a distance of 472.66 feet to the Point of Beginning, all lying and being in a portion of the Antonio Colein Grant, Section 44, Township 1 South, Range 30 West, Escambia County, Florida;

Containing 8.289 acres, more or less.

"Subject to all utilities remaining in place and in use."

THIS INSTRUMENT WAS PREPARED BY
P. R. MINER
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CHIPLEY, FLORIDA
DESCRIPTION APPROVED: SEPT 20 1982

THIS INSTRUMENT WAS APPROVED BY
DON FINCH
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA
DESCRIPTION APPROVED: 9-27-82

173246

EXHIBIT B

EQUIPMENT LIST

GONZALEZ MICROWAVE SITE

Six (6) Kathrein Antennas
Three (3) Andrew Antennas
Twelve (12) TMAs
Twelve (12) lines of coax
Twelve (12) RETs
Three (3) RRUS
Two (2) DC Cables
Two (2) Power Cables
One (1) Surge Arrestor

In addition we currently lease 304.8 sq ft of ground space to include our 12'x10' Equipment Shelter, and a 10'x6' pad for a Kohler Generator.

TX: UMTS 880.02-889.98, 891.51-893.57 1965.0-1975.0; 1982.5-1990
LTE 710.0-716.0
RX: UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0;1902.5-1910
LTE 740.0-746.0

Wattages : 800 Frequency - 500 watts
700 Frequency - 1000 watts
1900 Frequency - 2500 watts

PIPELINE MICROWAVE SITE

First time install at 170' CL adding:
(6) Andrew SBNHH-1D65C antennas
(3) Andrew SBNHH-1D6565C antennas
(15) Ericsson RRUS-11
(3) Demarc boxes
(2) Fiber cable
(4) DC cables
(1) RET Control cable

(1) 12'x30' Shelter with Generator

TX: UMTS 880.02-889.98, 891.51-893.57 1965.0-1975.0; 1982.5-1990
LTE 710.0-716.0
RX: UMTS 835.02-844.98, 846.51-848.97, 1885.0-1895.0;1902.5-1910
LTE 740.0-746.0

Wattages : 800 Frequency - 500 watts
700 Frequency - 1000 watts
1900 Frequency - 2500 watts

EXHIBIT C

License Fees

Initial Term	
Years 1 through 5	$ 30,000.00
Years 6 through 10 (5% increase)	$ 31,500.00
Years 11 through 15 (5% increase)	$ 33,075.00
Years 16 through 20 (5% increase)	$ 34,728.75
Renewal Term	
Years 21 through 25 (5% increase)	$ 36,465.19

EXHIBIT D

Telephone Contact Information:

Licensor: Michael Moring, Division Manager
Emergency Communications
6575 N. "W" Street
Pensacola, FL 32505
(850) 471-6315

Licensee: Barry Gannon
575 Morosgo Drive, Rm 13H63
Atlanta, GA 30324
(404) 685-7868

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6215 **County Administrator's Report 13. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/26/2014
Issue: Software for West Florida Public Library, PD 13-14.050
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Software for the West Florida Public Library, PD 13-14.050 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.050, for Software in the West Florida Public Library, and approve the Agreement for Integrated Library System Software for the West Florida Public Library, PD 13-14.050, between Escambia County and Library Solution, Inc., d/b/a The Library Corporation, in the amount of $209,826.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56801, Project Number 14PF2638 - $167,666 – Software; Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project Number 14PF2638 - $21,060 – Hardware; Fund 352, LOST III, Cost Center 110267, Object Code 53401, Project Number 14PF2638 - $21,100 – Services]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 28th, 2014. Two bid responses were deemed non-responsive for failing to submit a bid bond. One bid did not include all items in the bid price. The remaining bid from the Library Corporation is a responsive bid.

BUDGETARY IMPACT:

[Funding: Fund: 352 LOST III, Cost Center 110267,Object Code 56801, Project number, 14PF2638, ($167,666.00 – Software), Fund: 352 LOST III, Cost Center 110267,Object Code 56401, Project number, 14PF2638, ($21,060.00 – Hardware, Fund: 352 LOST III, Cost Center: 110267, Object Code, 53401 Project number,14PF2638, ($21,100.00 – Services)]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Purchase Order and the Contract.

Attachments

Agreement

AGREEMENT FOR INTEGRATED LIBRARY SYSTEM SOFTWARE FOR THE WEST FLORIDA PUBLIC LIBRARY PD 13-14.050

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Library Solution, Inc. d/b/a The Library Corporation (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 52-1043428, and whose principal address is One Research Park, Inwood, West Virginia 25428.

WITNESSETH:

WHEREAS, on April 28, 2014, the County issued an Invitation to Bidders (PD 13-14.050) seeking a contractor to provide integrated library system (ILS) software for the West Florida Public Library (WFPL) system; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for an initial term of five (5) years. Upon the expiration of the initial term, the Agreement shall automatically renew for up to five (5) additional one year terms unless terminated by either party pursuant to paragraph 7. The total duration of this agreement, including the exercise of all options to renew, shall not exceed the duration of ten (10) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Invitation to Bidders for Software for the West Florida Public Library, Specification No. P.D. 13-14.050, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid, dated May 12, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and 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 Contractor'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 Contractor or by anyone for whom the Contractor is legally liable. 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 limitation 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 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.

9. 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) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(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) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. 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: The Library Corporation
Attention: Calvin Whittington
One Research Park
Inwood, West Virginia 25428

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
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.

12 Governing Law. 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.

13. Public Records. 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. In the event the Contractor 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 Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor 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 herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by 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.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/8/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

Date: _____

BCC Approved _____

CONTRACTOR: LIBRARY SOLUTION, INC.
D/B/A THE LIBRARY CORPORATION

_____
By: Annette Murphy, President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

Summary Description:
The West Florida Public Library is soliciting proposals for an Integrated Library System to maintain and control internal and external operations in the areas of Materials Acquisition, Cataloging and Processing, Serials, Patron Circulation and Accounts, the Public Access Catalog, System Administration and Reports.

GENERAL INFORMATION ABOUT WEST FLORIDA PUBLIC LIBRARY

2.1 Background
The West Florida Public Library (WFPL), a county-wide system consisting of 7 libraries and a bookmobile, seeks a new integrated library system (ILS). In 2003, WFPL migrated from the legacy DRA Classic ILS to the Sirsi Unicorn ILS, and later upgraded to the SirsiDynix Symphony ILS. While the features and functionality of the SirsiDynix system are adequate, we have decided to proceed with the selection and implementation of a new ILS that provides a better fit with our system and staff, reduces on-going recurring costs, and modernizes the public's library experience.

WFPL serves a population of more than 300,000 residents located in all urban, suburban and rural areas of Escambia County, including the City of Pensacola. WFPL enhances the quality of life in the community by providing vibrant physical and virtual public spaces where people connect, discover, and engage the mind.

WFPL is interested in finding an ILS supportive of its strategic goals that is a powerful tool for staff in serving Library customers, managing the Library's collections, and facilitating key Library operations with robust, seamless access to a variety of online resources, as well as enabling the Library to monitor and improve the stewardship of library resources.

WFPL has built a strong and effective staff to provide services to our constituents and we are looking for an ILS vendor that can support and enhance our efforts in continuing to implement stable, innovative and comprehensive patron services.

2.2 Collection and Other Common Sizing Information

Population served 302,000
# of Bib records 200,000
# of Items / holdings 312,650 (estimate)
# of Authority Records 172,452
# of Patron records 41,239
Annual Circulation (charges + renewals) 702,232 (estimate based on 10/2012 – 9/2013)
# of Branches 6
1 Bookmobile
1 Main Library / Administrative Headquarters
# of Public Workstations 167

EXHIBIT
A

- Ability to identify potential duplicate patron records, at the time of record creation, and the capability of merging duplicate patron records without losing relevant circulation information
- Estimate overdue fines in the staff client and the PAC
- SMS text notifications included in base cost, with no limit on messages sent
- Online catalog analytics
- PCI compliant patron e-commerce through the PAC (patron bill pay through the PAC)
- Ability to easily update featured content in the PAC and perform bulk updates of bibliographic, item, and patron records through the use of staff generated lists or record sets
- Ability to generate reports that are relevant to library needs with simplicity via reporting tools including the staff searching interface, standard provided reports and web-based reporting tools
- Ability to customize the staff screen to accommodate different staff functions and needs
- Granular access control over staff functions and permissions
- Ongoing and up-to-date online training resources to refresh existing staff knowledge and to aid in training new staff
- Upgrades included in annual maintenance subscription without additional cost
- Easy-to-use online catalog with dynamic faceted searching
- Mobile PAC for patron access to the online catalog, without the need for an Apple or Android app
- "Did you mean...?" search suggestions similar to Google and Amazon
- Ability for patrons to share items to their social networking sites
- Enhanced PAC content to include book jackets, reviews, etc.
- Enable patrons to access account information online and to pay fines/bills/fees online
- Enable patrons to send search result details, such as call number and title, to their mobile phone via text message
- Allow patrons to renew items online
- Allow patrons to place, cancel, and suspend holds online
- Automated email notices to patrons when items are almost due and when they are overdue, configurable and customizable by system administrator
- Allow opt-in only reading history for patrons who choose to have such information retained
- Ability to connect and promote community resources and organizations with items and/or events in the library
- Ability to present search results ranked by relevance or popularity
- Children's PAC

# of Staff Workstations 95
Library Website http://mywfpl.com
# of Self-Check Units 8 (anticipated)

Required Software modules and/or Licenses

- Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports, eCommerce through PAC
- Serials (with MARC Format for holdings)
- Acquisitions (9xx Order Data)
- Cataloging with Authority Control
- Circulation
- eCommerce
- Reports
- Staff Client Licenses x 95
- Unlimited PAC access
- ILS Test/Training Server License x 1
- Children's interface to PAC
- Mobile PAC
- API access
- Outreach Services
- EDI for Acquisitions Setup/Training: Baker & Taylor, Quality Book, Brodart & Midwest Tape
- Web/mobile interface for staff operations using tablet style devices
- Self-Check interface to 3rd party Self-Check units x 8
- RFID interface for 3rd party RFID
- Community engagement tools in the PAC
- Client deployment tool
- NCIP integration with OCLC Navigator (inc. setup/installation)

Services

- Implementation and Training Services
    - Implementation process, policy file creation, data migration, project planning
    - PAC branding and customization
    - On-site "Go Live" assistance
    - On-site training for PAC, Patron Services, Cataloging, Acquisitions, and Serials
    - On-site evaluation and training on Technical Services Workflow Analysis
    - On-site or remote training on System Administration.
    - On-site or remote training on Reporting Tools
    - On-site or remote training on Outreach Services

- Data extraction, conversion, and migration
    - Bibliographic records, Authority control records, Item records, Patron records, Circulation records, Fines-Bills and Patron status records, and Holds records.
- Software Installation
    - On-site or remote installation services for all software/modules purchased

Hardware and System Software

- Server hardware and server system software should be quoted with hardware and software specifications listed in detail.
- Dell PowerEdge rack-mount servers, Cisco B series Blade servers, or Cisco C series rack-mount servers are preferred, with Microsoft Windows Server operating systems.
- Servers for a production system and for a test system should be included in the bids.
- Library IT staff, in coordination with County IT staff, may request changes or modifications to the server systems quoted in the selected bid to ensure compatibility and standardization with systems and infrastructure already in use.

Desired Third Party Subscriptions and Services

- MARC Cataloging Record Subscription – Authority x 1
- Weekly Update to Authority Database
- ChiliFresh Connections, Community engagement tools, enhanced content, and ChiliFresh Reviews
- Integration for ebook vendors such as 3M, OverDrive, Baker & Taylor: List prices for each and detail level of integration available with each.
- One-time Authority Control Processing to correct and update subject, series, and uniform title headings, file of non-matched headings, standard authority record generation—to include updating matched LC records to the most current MARC format coding conventions and cataloging standards
- Bid should include pricing 3M Cloud Library subscription for eBooks

Maintenance & Subscriptions (Annual Costs)

- Maintenance for year one should be included in the initial cost and bids should list annual recurring costs for years two through five.

Required Features and Capabilities

- Compatibility with current and future Microsoft Operating Systems
- MARC record bulk import tool
- Ability to look up a hold request from multiple indexes
- Ability to inventory library collections without disrupting library operations
- SIP and/or NCIP interfaces for 3rd party solution providers, such as Bibliotheca, OverDrive, EnvisionWare, ChiliFresh, Unique Management, OCLC, 3M, TechLogic, and RFID Solutions: List level of integration provided with OCLC Navigator; 3M eBooks; Baker and Taylor eBooks; OverDrive eBooks; EnvisionWare public computing solutions, self-check, RFID and AMH; TechLogic self-check, RFID and AMH; and Comprise public computing products.

BID FORM
Specification Number PD13-14.050
SOFTWARE FOR WEST FLORIDA PUBLIC LIBRARY

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: May 12, 2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **SOFTWARE FOR WEST FLORIDA PUBLIC LIBRARY** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Total $ 209,826.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number F99000004587

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date: _____

Terms of Payment (Check one)

☒ Net 30 Days ___ ☐ 2% 10th Prox ___
☐ Other ___

Will your company accept Escambia County Purchasing Cards?
☐ Yes ☐ No

Will your company accept Escambia County Direct Payment Vouchers?
☐ Yes ☐ No

County Permits/Fees required for this project:

Permit	Cost
N/A	

Bidder: The Library Corporation
By: Calvin Whittington

Signature: Calvin Whittington
Title: Treasurer
Address: One Research Park
Inwood, WV 25428

Person to contact concerning this bid: Calvin Whittington

Phone # (304) 229-7809
Toll Free # (800) 624-0559
Fax # (304) 229-0295
E-Mail Address: cwhittington@tlcdelivers.com
Home Page Address: TLCDelivers.com

Person to contact for emergency service: DJ Miller
Phone #: (304) 229-0100
Cell #: (304) 671-7308
Pager #: NA

Person to contact for disaster service: DJ Miller
Home Address: NA
Home Phone #: (304) 671-7308
Cell #: (304) 671-7308
Pager #: NA

EXHIBIT
B

Cost Summary

Library Sites	7
Staff Workstations	95
Public Access Catalog Stations	Unlimited
Bibliographic Records	200,000

Traditional Pricing Grid	1st Year Costs	2nd Year Costs	3rd Year Costs	4th Year Costs	5th Year Costs
Software:					
Library•Solution Integrated Software Package	$ 181,500.00	$ 29,040.00	$ 29,040.00	$ 29,040.00	$ 29,040.00
Discount	$ (36,300.00)				
LS2 Staff - PAC - Kids	Included	Included	Included	Included	Included
Library•Z (Z39.50 server)	Included	Included	Included	Included	Included
Oracle Database Licensing	Included	Included	Included	Included	Included
Reports Manager (one user license per site)	Included	Included	Included	Included	Included
Library•Serial	Included	Included	Included	Included	Included
Subscription to ITS•MARC (one user)	Included	Included	Included	Included	Included
Online Selection & Acquisitions	$ 5,999.00	$ 1,499.00	$ 1,499.00	$ 1,499.00	$ 1,499.00
SIP Server	$ 4,000.00	$ 800.00	$ 800.00	$ 800.00	$ 800.00
NCIP	$ 4,000.00	$ 800.00	$ 800.00	$ 800.00	$ 800.00
Full e-book integration (one vendor)	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
e-Commerce Module	$ 1,999.00	$ 199.00	$ 199.00	$ 199.00	$ 199.00
Subscription to OPAC Enrichment	$ 3,468.00	$ 3,468.00	$ 3,468.00	$ 3,468.00	$ 3,468.00
Subtotal:	$ 167,666.00	$ 38,806.00	$ 38,806.00	$ 38,806.00	$ 38,806.00
Hardware:					
Data Server with 5 years NBD onsite support	$ 7,906.00	Included	Included	Included	Included
Web Servers with 5 years NBD onsite support	$ 5,248.00	Included	Included	Included	Included
Test & Training Server	$ 7,906.00	Included	Included	Included	Included
Services:					
Data Preparation ($.05/rec)	$ 10,000.00				
AuthorityWorks: Authority Control Processing and Automatic Updates	Included	Included	Included	Included	Included
Installation	$ 3,600.00				
Training	$ 7,500.00				
Total Costs	$ 209,826.00	$ 38,806.00	$ 38,806.00	$ 38,806.00	$ 38,806.00

Payment terms: 25% due at signing, remainder due net 30 following installation

Annual support after year 2 will not increase with a 5 year commitment. Annual support after year 2 with year to year renewal will not increase more than 5% per year

Subscription Pricing is available upon request.

The costs in this proposal are guaranteed for 90 days.

Hardware - Dataserver

DATASERVER: Rackmount	Customer Pricing
Dell PowerEdge R720 - Data Server	
2 - Quad Core Intel® Xeon® E2609 2.4 GHz 10 MG CACHE	
RAM - 16 GB 4X4 1333 MHZ RDIMMS	
Drives attached to embedded PERC6/i,3 Drives required	
RAID5 PERC H310 CTRL	
Hard Drives - 4-500GB 15K SCSI H/D (2.5 in HD)	
RD1000 removable hard drive with 1 320/640 cartridge	
BROADCOM 5720 QP 16GB NETWORK CARD	
Electronic Documentation and OpenManage CD Kit	
Redundant Power Supply with Dual Cords	
DVD ROM SATA	
Keyboard and optical mouse	
Sliding ready rails with cable management arm	
Support - 5 yr Pro Support and NBD onsite service	
Monitor priced separately below	
Additional Items:	**$5,996.00**
RD1000 hard drive cartridges (320/640), set of 4	$ 437.00
Surge Protector	$ 20.00
14' Patch Cable	$ 3.00
Windows 2008 Standard Edition 64 bit, 95 user license	$ 1,150.00
Shipping/Handling and Insurance	$ 300.00
TOTAL FOR SERVER	**$ 7,906.00**
OPTIONS:	
Onsite Install *Contact Sales for pricing	
Norton AV Corporate Edition, Minimum 10 users, 2 Year License	$ 834.00
Dell 17 inch Ultra Sharp with adjustable stand (P170S)	$ 165.00
Dell 19 inch Ultra Sharp with adjustable stand (P1913)	$ 175.00
Dell 20 inch (P2012H) Widescreen	$ 175.00
Dell 1000W 120V UPS 2U Rack	$ 682.00
USB to PS/2 Adapter for KVM	$ 16.00
Additional Windows user license (license required for each tech svcs station)	$ 10.00
Rack KVM switch	$ 215.00
DVD -- RW	$ 28.00

***Please note rack must be 29" deep

Web Server

Large WebServer Rack	Customer Pricing
Dell PowerEdge R420 - Rack Chassis for All Software	
4 - Quad Core Intel® Xeon® E5 2407 2.2 GHz 10M CACHE	
RAM - 24GB, (6x4GB), 1333 MHz RDIMMS	
RAID1 PERC H310 CTRL	
2 Hard Drive - 300GB 15K SAS SCSI H/D	
Rack Bezel Option	
Dual Embedded Broadcom® NetXtreme II 5708 Gigabit	
Electronic Documentation and OpenManage CD Kit	
DVD RW SATA, keyboard & mouse	
Support - 5 yr Pro Support and NBD onsite service	
Ready Rails Sliding Rails with Cable Management ARM	
Monitor priced separately below	
Additional Items:	$ 4,705.00
Surge Protector	$ 20.00
14' Patch Cable	$ 3.00
Windows 2008 Standard Edition 64 bit with 5 user licenses	$ 345.00
Shipping/Handling and Insurance	$ 175.00
TOTAL FOR SERVER	**$5,248.00**
OPTIONS:	
Onsite Install *Contact Sales for pricing	
Dell 17 inch Ultra Sharp with adjustable stand (170S)	$ 165.00
Dell 19 inch Ultra Sharp with adjustable stand (190S)	$ 175.00
Dell 19 inch Ultra Sharp Widescreen with adjustable stand (P1911)	$ 175.00
Rack KVM switch and attachments	$ 215.00
Onsite Installation - Ask for Pricing	
***Please note rack must be 29" deep	

Test & Training Server

DATASERVER: Rackmount	Customer Pricing
Dell PowerEdge R720 - Data Server	
2 - Quad Core Intel® Xeon® E2609 2.4 GHz 10 MG CACHE	
RAM - 16 GB 4X4 1333 MHZ RDIMMS	
Drives attached to embedded PERC6/i.3 Drives required	
RAID5 PERC H310 CTRL	
Hard Drives - 4-500GB 15K SCSI H/D (2.5 in HD)	
RD1000 removable hard drive with 1 320/640 cartridge	
BROADCOM 5720 QP 16GB NETWORK CARD	
Electronic Documentation and OpenManage CD Kit	
Redundant Power Supply with Dual Cords	
DVD ROM SATA	
Keyboard and optical mouse	
Sliding ready rails with cable management arm	
Support - 5 yr Pro Support and NBD onsite service	
Monitor priced separately below	
Additional Items:	**$5,996.00**
RD1000 hard drive cartridges (320/640), set of 4	$ 437.00
Surge Protector	$ 20.00
14' Patch Cable	$ 3.00
Windows 2008 Standard Edition 64 bit, 95 user license	$ 1,150.00
Shipping/Handling and Insurance	$ 300.00
TOTAL FOR SERVER	**$ 7,906.00**

OPTIONS:

Onsite Install *Contact Sales for pricing	
Norton AV Corporate Edition, Minimum 10 users, 2 Year License	$ 834.00
Dell 17 inch Ultra Sharp with adjustable stand (P170S)	$ 165.00
Dell 19 inch Ultra Sharp with adjustable stand (P1913)	$ 175.00
Dell 20 inch (P2012H) Widescreen	$ 175.00
Dell 1000W 120V UPS 2U Rack	$ 682.00
USB to PS/2 Adapter for KVM	$ 16.00
Additional Windows user license (license required for each tech svcs station)	$ 10.00
Rack KVM switch	$ 215.00
DVD -- RW	$ 28.00

***Please note rack must be 29" deep

Note: The Library Corporation is a certified service provider of the Dell Corporation. This means that the library never has to call Dell directly. TLC personnel will handle all support calls. Our staff will dispatch a Dell service technician after it has been determined, through our telephone troubleshooting process that a hardware failure has occurred.

Automatic Authority Control

English is a living language that is constantly updated in dictionaries and through library catalog headings. Keeping headings up to date enables patrons to find materials using current terminology.

Standardized headings also guarantee that a patron searching for a particular topic will find *all* of your books on that topic – not just some of them.

Problem:

You just don't have the time to constantly update your MARC records. It's time consuming and expensive to stay up-to-date with current changes.

Solution:

TLC's Library•**Solution** includes at no additional charge:

1. Authority Control at Implementation
   - This process cleans up your records and makes them consistent.
2. Automatic Updating
   - System checks for updates weekly and *automatically* fixes the records in your catalog.
3. Ongoing Access
   - TLC's proposal includes ongoing access to the national authority files.
4. Global Updating
   - Authorized staff can instantly update *all* MARC records with a new heading.

Data Preparation

All data analysis, data normalization, and migration is performed by TLC staff at our central headquarters; no work is sub-contracted. Data preparation includes conversion of your transaction (fines, holds, reserves, checkouts) and patron files. This applies to migration of MARC records with a consistent holdings field. Holdings field must include at a minimum a code signifying item location or collection, and a barcode or other unique item ID number. Additional costs may be incurred if the MARC data does not meet the above conditions.

NOTE: TLC has successfully imported extracted bibliographic MARC, holdings, patron and transaction data from most other legacy library automation systems into our system. Because of our experience with so many systems, we can offer guidance or refer you to an informed TLC customer for help in extracting your own data. In the rare instance that a library is unable to extract its own data, it may be necessary to have the legacy vendor extract this data. It has been our experience that these vendors will negotiate a fee for this service.

There are a few vendors whose transaction data is in proprietary format and cannot be converted by any vendor.

Installation

TLC will provide onsite installation of Library•**Solution** software and TLC-supplied hardware at the Library. Installation charges are based on the assumption that the Library has all Staff Workstations loaded with Windows 2000 with Service Pack 2, Windows XP with Service Pack 2, Windows Vista, or Windows 7. They are to be installed and operational prior to the arrival of TLC's installation crew. "Installed and operational" means that the appropriate operating system is running and functioning, the network, with TCP/IP loaded, is in place, and each workstation can map and access the dataserver on the network. (You should be able to copy a file from the mapped drive to the local drive on each workstation.) The PAC stations must also be installed and operational networked computers with Internet browsers loaded.

If hardware is purchased separately, there may be additional installation charges.

TLC Support will need the ability to access your network for diagnostic purposes using either a phone line or Internet connection to your server.

For multi-site configurations, TLC will require connectivity from the main library to each branch. A variety of connection options are available. We recommend you consult with a TLC systems engineer regarding the specifics of your system before planning your network or contacting your Internet Service Provider. You can also check with your state library or local Internet provider for options. Although TLC does not set up telecommunications for library automation systems, we would be happy to work with your telecommunications provider to ensure that your facilities meet the recommended specifications for Library•**Solution**.

Each network outlet is to be within ten feet of the computer site. There should also be a 110 volt power outlet within ten feet of each computer.

The authorized contact person for the library system should be on site at the time of installation.

If you have any questions about these requirements, please call TLC immediately. These requirements are absolutely necessary to ensure a smooth implementation and to prevent additional installation charges from being incurred.

NOTE: A Staff Workstation is defined as a station designated for Cataloging, Circulation, Acquisitions, or Serials Control use.

Training

Training includes the following:

- four days of onsite, formal training for one TLC trainer to train up to 10 library staff per session at a single location to be determined by the library and TLC
- one day of onsite assistance immediately following formal training for TLC trainer to answer questions and assist staff as they work with the new system
- all expenses
- Subscription To Online Training Campus including live and recorded webinars
  A subscription to Online Training Campus enables staff to easily access training tutorials at any time to learn new features or take a refresher class. OTC includes live access to webinars with access to recorded webinars on demand. Tutorials are available for new staff self-training, and staff can use the "how to" tutorials to learn how to use new software releases. Web Training can be accessed directly from LS2 Staff. This training is also available prior to installation to help staff become familiar with the software before formal training.

- *OPTIONAL: Remote follow-up training to occur 3-6 weeks after installation ($750 per half day session)*
- *OPTIONAL: TLC can provide advanced training for personnel who will provide troubleshooting support. Onsite-$1500 per day; Remote-$750 per half day session*

The effectiveness of the training is one of the most important factors in determining how comfortable your staff will be with your new system, and therefore, how successful your migration will be. TLC customizes a training package for each system. The length of the training is based on the number of staff to be trained, whether the system prefers "train the trainer" or direct training of staff, previous automation experience, and facilities available for training. TLC's Training Manager will work with you to design a custom training package.

TLC's emphasis on effective training has resulted in a multifaceted approach designed to ensure staff comfort with the new system. Please note, TLC will modify this training package based on your specific needs and desires.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6336 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**

Meeting Date: 06/26/2014
Issue: Acquisition of Real Property at 3826 West Lloyd Street for Stormwater Drainage Improvements
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Two Contiguous Parcels of Real Property at 3826 West Lloyd Street for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny by super majority vote:

A. The purchase of two contiguous parcels of real property (totaling approximately 0.42 acres), located at 3826 West Lloyd Street, for proposed stormwater drainage improvements, from Carolyn J. Scott, for the purchase price of $61,500, which is above appraised value of $49,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. The Contract for Sale and Purchase for the acquisition of two contiguous parcels of real property (totaling approximately 0.42 acres), from Carolyn J. Scott; and

C. The authorization for the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, “LOST III," Cost Center 210107, Object Code 56101]

BACKGROUND:

The area of the county near 3826 West Lloyd Street has an historical record of stormwater drainage problems, which includes flooding of houses and businesses and damage to infrastructure. The property at 3826 West Lloyd Street, owned by Ms. Carolyn J. Scott, has experienced flooding in the past and with the recent rain event there was substantial flooding of Ms. Scott's property.

The County would like to alleviate some of the flooding problems in this area, which will require the acquisition of properties for drainage easements and retention ponds. The Scott property would be utilized as a stormwater retention area to facilitate the proposed stormwater drainage improvements.

Staff contacted the owner, who indicated that she was interested in selling her property. Staff had an appraisal performed by G. Daniel Green & Associates dated 04/17/2014, which placed a total value of $49,000 for the two parcels. Ms. Scott indicated that she could not accept that offer and countered with an offer to sell for $61,500, on which she is very firm.

While staff understands the Board's position on paying above appraised value, this property would be considered vital to any drainage improvement project in this area, since the location and size of the retention area is controlled by the topography of the area and the scope of design of the proposed drainage improvements. Therefore, staff is requesting the Board to consider approval to purchase two contiguous parcels of real property (totaling approximately 0.42 acres) from Carolyn J. Scott for the purchase price of $61,500, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352 “LOST III", Cost Center 210107, Object Code 56101.

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

Contract
appraisal
parcel information
parcel information
aerial map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Carolyn J. Scott, whose address is 3826 West Lloyd Street, Pensacola, Florida 32505 ("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 _____, 2014.

2. PURCHASE PRICE; PAYMENT. The purchase price is $61,500 (sixty one thousand and five hundred dollars) 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 represents 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 (Buyer); 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:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:
Carolyn J. Scott
3826 West Lloyd Street
Pensacola, Florida 32502

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

WITH A COPY TO:
Raymond B. Palmer
913 Gulf Breeze Parkway, Suit 41
Gulf Breeze, Fl 32561

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's 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 warrants 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 conveys by sale the Property for public use and waives 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 previously received by Seller 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. Seller agrees 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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: June 18, 2014

SELLER:

Larry Goodwin
Witness
LARRY GOODWIN
Print Name

Carolyn J. Scott
Carolyn J. Scott

Brenda W Manning
Witness
Brenda W Manning
Print Name

Date: 6/18/2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2014, by Carolyn J. Scott. She (__) is personally known to me, (__) produced current FL. DRIVERS LICENSE as identification.

Larry Goodwin
Signature of Notary Public

(Notary Seal) LARRY GOODWIN
Notary Public - State of Florida
Commission #FF105098
My Commission Expires
May 17, 2018

_____
Printed Name of Notary Public

EXHIBIT "A"

A parcel of property in Section 33, Township 2 South, Range 30 West, Escambia County Florida described as follows:

Lots 2 and 3, Block 7, West Highland Subdivision, according to plat thereof as recorded in Plat Book 1 at Page 74 of the public records of Escambia County, Florida.

Client	Escambia County					File No.	3824 W LLOYD
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

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RESTRICTED APPRAISAL REPORT

14041461

File No.: 3824 W LLOYD

SUBJECT

Property Address: 3826 W Lloyd St | City: Pensacola | State: FL | Zip Code: 32505

County: Escambia | Legal Description: Lots 2 & 3 Block 7 West Highland

Assessor's Parcel #: 33-2S-30-1300-002-007

Tax Year: 2013 | R.E. Taxes: $ 717 | Special Assessments: $ 0 | Borrower (if applicable): ESC - REA Department

Current Owner of Record: Carolyn J. Scott | Occupant: ☒ Owner ☐ Tenant ☐ Vacant ☐ Manufactured Housing

Property Type: ☒ SFR ☐ 2-4 Family ☐ | # of Units: 1 | Ownership Restriction: ☒ None ☐ PUD ☐ Condo ☐ Coop

Market Area Name: Brownsville | Map Reference: 37860 | Census Tract: 0020.00 | ☐ Flood Hazard

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☒ Income Approach ☐ Other:

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: This appraisal is strictly for the use of the client and for no other purpose.

Under USPAP Standards Rule 2-2(b), this is a Restricted Appraisal Report, and is intended only for the sole use of the named client. There are no other intended users. The client must clearly understand that the appraiser's opinions and conclusions may not be understood properly without additional information in the appraiser's work file.

Client: Escambia County | Address: 3363 W. Park Place, Pensacola, FL 32505

Appraiser: Paula Marie Pelezo | Address: 103 Bay Bridge Dr, Gulf Breeze, FL 32561

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	3826 W Lloyd St Pensacola, FL 32505	3616 Elkton St Pensacola, FL 32505		3702 W Jackson St Pensacola, FL 32505		3904 W Moreno St Pensacola, FL 32505	
Proximity to Subject		0.97 miles S		0.44 miles S		0.20 miles N	
Sale Price	$		$ 64,000		$ 47,900		$ 49,900
Sale Price/GLA	$ /sq.ft.	$ 49.54 /sq.ft.		$ 38.02 /sq.ft.		$ 48.49 /sq.ft.	
Data Source(s)	DBI	PAR#440951;DOM 134		PAR#416376;DOM 518		PAR#451127;DOM 0	
Verification Source(s)	County Appraiser W	County Appraiser Website		County Appraiser Website		County Appraiser Website	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions		ArmLth Owner;0		ArmLth FHA;0		ArmLth Owner;0	
Date of Sale/Time		s08/13;c07/13		s05/13;c03/13		s09/13;c08/13	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Site	36,000 sf	13,068 sf	0	14,375 sf	+5,000	9,148 sf	+5,000
View	Residential	Residential		Residential		Residential	
Design (Style)	Cottage	DT1;Ranch	0	DT1;Cottage		DT1;Ranch	0
Quality of Construction	Average	Average		Average		Average	
Age	72	59	-3,200	81	+3,800	72	0
Condition	Average	Good	-3,500	Average	0	Average	
Above Grade Room Count (Total / Bdrms / Baths)	5 / 2 / 1.1	6 / 3 / 1.0	+2,000	5 / 2 / 1.0	+2,000	5 / 2 / 2.0	-2,000
Gross Living Area	1,129 sq.ft.	1,292 sq.ft.	-3,260	1,260 sq.ft.	-2,620	1,029 sq.ft.	+2,000
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	W/W-Floor	Central H/A	-4,500	W/W-Floor		Central H/A	-4,500
Energy Efficient Items	Some Features	Some Features		Some Features		Some Features	
Garage/Carport	2 Car Carport	1 Car Garage	-5,000	2C-GarDet/1C-Carp	-10,000	3dw	+1,500
Porch/Patio/Deck	None	None		Covered Porch	-3,000	None	
Amenities	Fence	Fence		Fence		Fence	
Net Adjustment (Total)		☐ + ☒ -	$ -17,460	☐ + ☒ -	$ -4,820	☒ + ☐ -	$ 2,000
Adjusted Sale Price of Comparables		Net 27.3 % Gross 33.5 %	$ 46,540	Net 10.1 % Gross 55.2 %	$ 43,080	Net 4.0 % Gross 30.1 %	$ 51,900

Summary of Sales Comparison Approach: Sales are located in the subject's market area.

Although sales are over 90 days old, the market conditions addenda indicated an increase in the median sales prices over the past year and an adjustment for time was not deemed necessary.

Sales 2 & 3 required an adjustment for site based upon recent and/or historical land sales and in their absence, county assessment data.

Sales 1 & 2 requried an adjustment for age. Effective age adjustments were derived from the depreciation section of Marshall & Swift Cost Handbook.

All sales required an adjustment for size. Adjustments for size is based upon data obtained from the Pensacola MLS and is retained in the appraisers work file.

There is no clear data to isolate bathroom, parking, interior and exterior features in order to determine a market response. Therefore, adjustments for differences are based upon data from Marshall & Swift for an Average Quality Residence. These adjustments are considered to be an estimated contributory value rather than a market response.

Exceeding adjustment guidelines was unavoidable and typical when appraising properties of a smaller square footage.

Sales are therefore weighted in the following manner with most weight to sales with the least amount of gross adjustments:

SALE	ADJUSTED VALUE	WEIGHT	WEIGHTED VALUE
1	$43,425	35%	$16,289
2	$43,080	25%	$10,770
3	$51,900	40%	$20,760
TOTAL			$47,819
ROUNDED TO			$48,000

GP RESTRICTED

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RESTRICTED APPRAISAL REPORT

14041461
File No.: 3824 W LLOYD

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data Source(s): County Property Appraisers website

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: This information is limited to information contained in the county property appraiser's data base. Limited scope of analysis. This is not a title search. Sale 3 prior sale was a death certificate
Date: 01/02/2014	
Price: $47,500	
Source(s): County Appraiser Website	
2nd Prior Subject Sale/Transfer	
Date: 07/31/2009	
Price: $100	
Source(s): County Appraiser Website	

MARKET

Subject Market Area and Marketability: See attached addenda.

SITE

Site Area: 36,000 sf Site View: Residential Topography: Level @ street grade Drainage: Appears Adequate
Zoning Classification: R-3 Description: One- and Two- Family District, Medium Density
Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning
Highest & Best Use: ☒ Present use, or ☐ Other use (explain)
Actual Use as of Effective Date: Single Family Residential Use as appraised in this report: Single Family Residential
Opinion of Highest & Best Use: See attached addenda.
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12033C0370G FEMA Map Date 09/29/2006
Site Comments: The site size was taken from the county property appraisers plats and assessor's maps and is assumed to be correct, but not guaranteed. The appraiser makes no certification as the the accuracy of the lot dimensions and a survey is suggested for verification. Lot dimensions, size, flood status, easements and encroachments are subject and more reliable to a current survey and/or title option.

IMPROVEMENTS

Improvements Comments: The subject is of average quality construction and average condition. There were no needed repairs noted during the inspection.. This appraisal is based on a limited observation of the subject only from the street. It makes no guarantees or warranties concerning the physical condition of the subject. It is not a survey, termite inspection, home inspection or structural inspection of the subject. See page 3 of 6 - URAR

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 48,000
Indicated Value by: Cost Approach (if developed) $ **Indicated Value by: Income Approach (if developed) $** 53,929
Final Reconciliation Only the Sales Comparison & Income Approaches were used. The Cost Approach does not materially enhance the accuracy of the opinion of of value and is therefore not developed in this analysis.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 49,000 , as of: 04/17/2014 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACHMENTS

A true and complete copy of this report contains 28 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.
Attached Exhibits:

☒ Scope of Work	☒ Limiting Cond./Certifications	☒ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☐ Additional Sales	☐ Cost Addendum	☒ Flood Addendum	☐ Manuf. House Addendum
☐ Hypothetical Conditions	☐ Extraordinary Assumptions	☐	☐	☐

SIGNATURES

Client Contact: Stacey Ward Client Name: Escambia County
E-Mail: Address: 3363 W. Park Place, Pensacola, FL 32505

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Paula Marie Pelezo	
Appraiser Name: Paula Marie Pelezo	Supervisory or Co-Appraiser Name:
Company: G. Daniel Green & Associates, Inc.	Company:
Phone: (850) 934-1797 x100 Fax: (850) 932-8679	Phone: Fax:
E-Mail: ppelezo@gdanielgreen.com	E-Mail:
Date of Report (Signature): 04/18/2014	Date of Report (Signature):
License or Certification #: Cert Res RD7497 State: FL	License or Certification #: State:
Designation: State Certified Real Estate Appraiser	Designation:
Expiration Date of License or Certification: 11/30/2014	Expiration Date of License or Certification:
Inspection of Subject: ☐ Interior & Exterior ☒ Exterior Only ☐ None	Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☒ None
Date of Inspection: 04/17/2014	Date of Inspection:

GP RESTRICTED
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Supplemental Addendum

File No. 3824 W LLOYD

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

Additional Appraiser Certification

26. — Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

• **GP Restricted : Neighborhood - Market Conditions**

The current market is considered to be a buyers market with normal concessions for all or part of the closing costs. Within the past year, available properties on the market has declined significantly. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices.

• **GP Restricted : Neighborhood - Description**

The subject neighborhood is dominated by modest single family, older homes that consists of homes from very poor to totally renovated and updated. The area has had some gentrification in recent years The neighborhood is convenient to downtown Pensacola, medical facilities, schools, shopping and local military bases. Commercial properties are concentrated along Cervantes St.

• **GP Restricted : Site - Opinion of Highest & Best Use**

The subject site is physically suited for a residential dwelling. It is allowed under the current government regulations; it is a financially feasible use and will result in the highest value attributable to the subject site.

Subject Photos

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

Front

Comments:

Front

Comments:

Street

Comments:

Street

Comments:

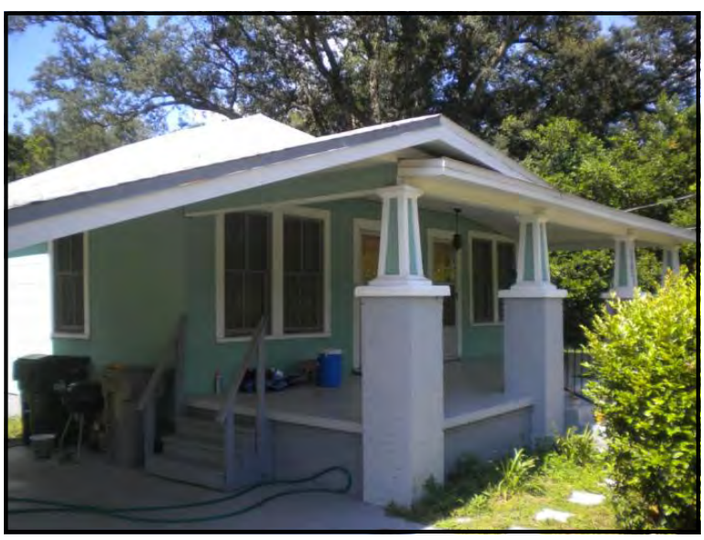
Comparable Photo Page

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

Comparable 1

3616 Elkton St

Prox. to Subject	0.97 miles S
Sales Price	64,000
Gross Living Area	1,292
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	Residential
Site	13,068 sf
Quality	Average
Age	59



Comparable 2

3702 W Jackson St

Prox. to Subject	0.44 miles S
Sales Price	47,900
Gross Living Area	1,260
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1.0
Location	N;Res;
View	Residential
Site	14,375 sf
Quality	Average
Age	81

Comparable 3

3904 W Moreno St

Prox. to Subject	0.20 miles N
Sales Price	49,900
Gross Living Area	1,029
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2.0
Location	N;Res;
View	Residential
Site	9,148 sf
Quality	Average
Age	72

Building Sketch

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

This sketch is obtained from the Escambia County Property Appraisers website. The appraiser did not measure.

Buildings

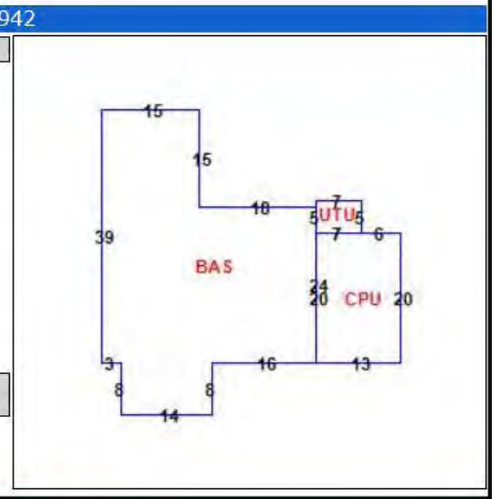
Building 1 - Address:3826 W LLOYD ST, Year Built: 1942, Effective Year: 1942

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1.00*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*WALL/FLOOR FURN*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6.00*
NO. STORIES-*1.00*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1424 Total SF

BASE AREA - *1129*
CARPORT UNF - *260*
UTILITY UNF - *35*



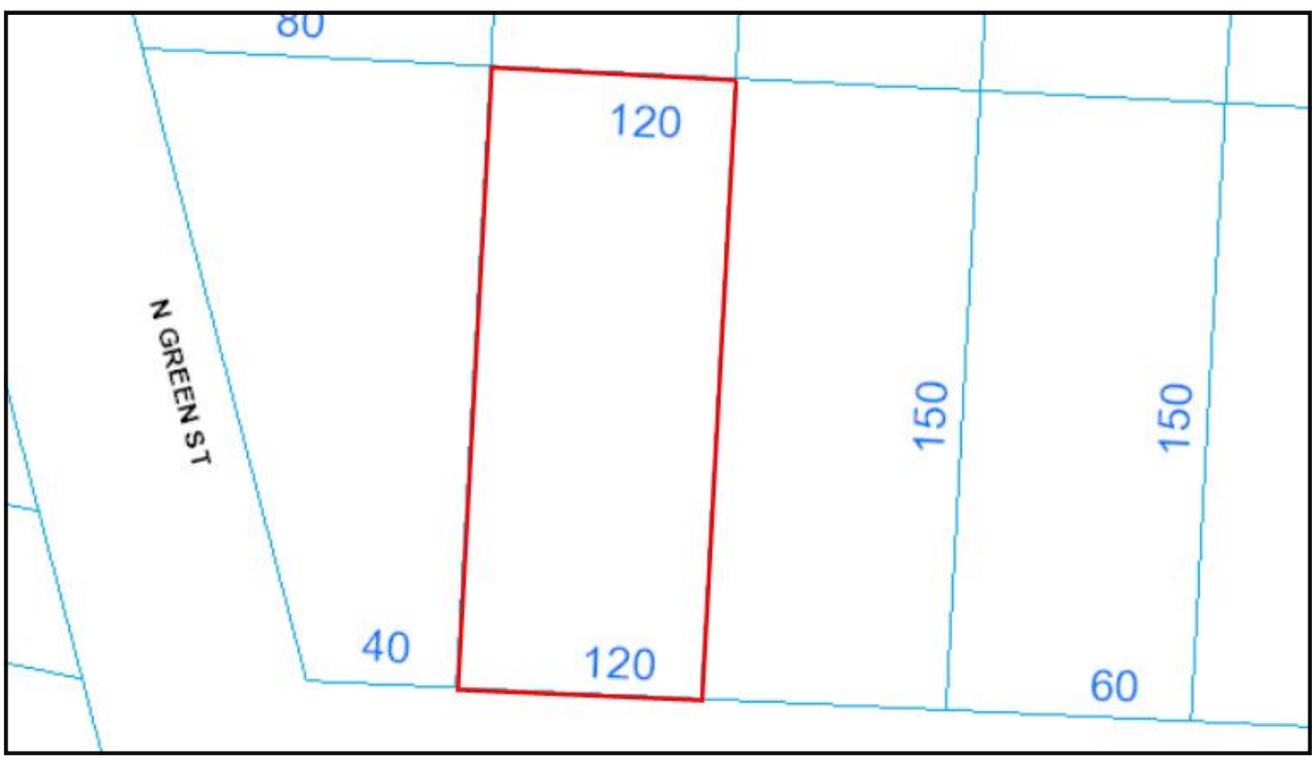
Subject Location Map

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

County Plat Map Parcel 1

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

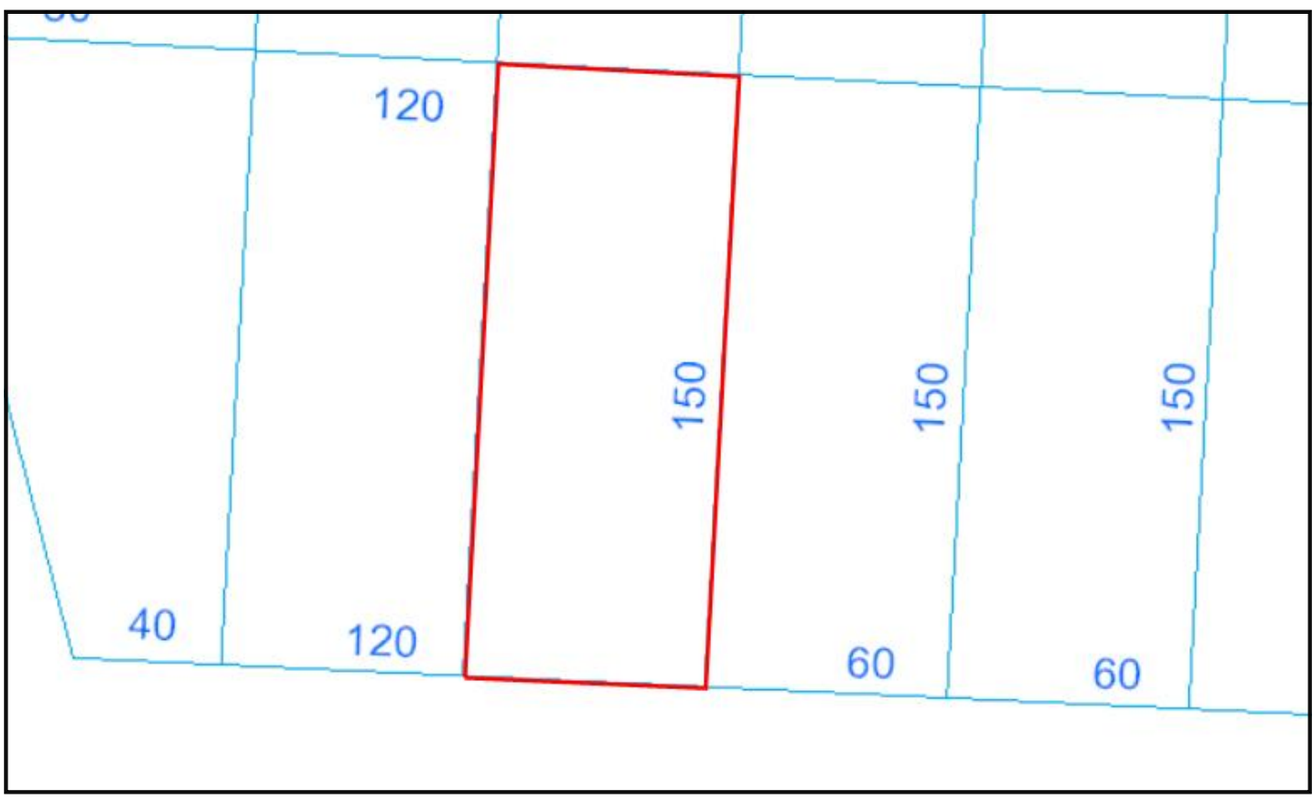
The subject property is outlined in red



County Plat Map Parcel 2

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

The subject property is outlined in red



County Parcel Map Parcel 1

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

The subject property is outlined in red

County Parcel Map Parcel 2

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

The subject property is outlined in red

County Aerial Photograph Parcel 1

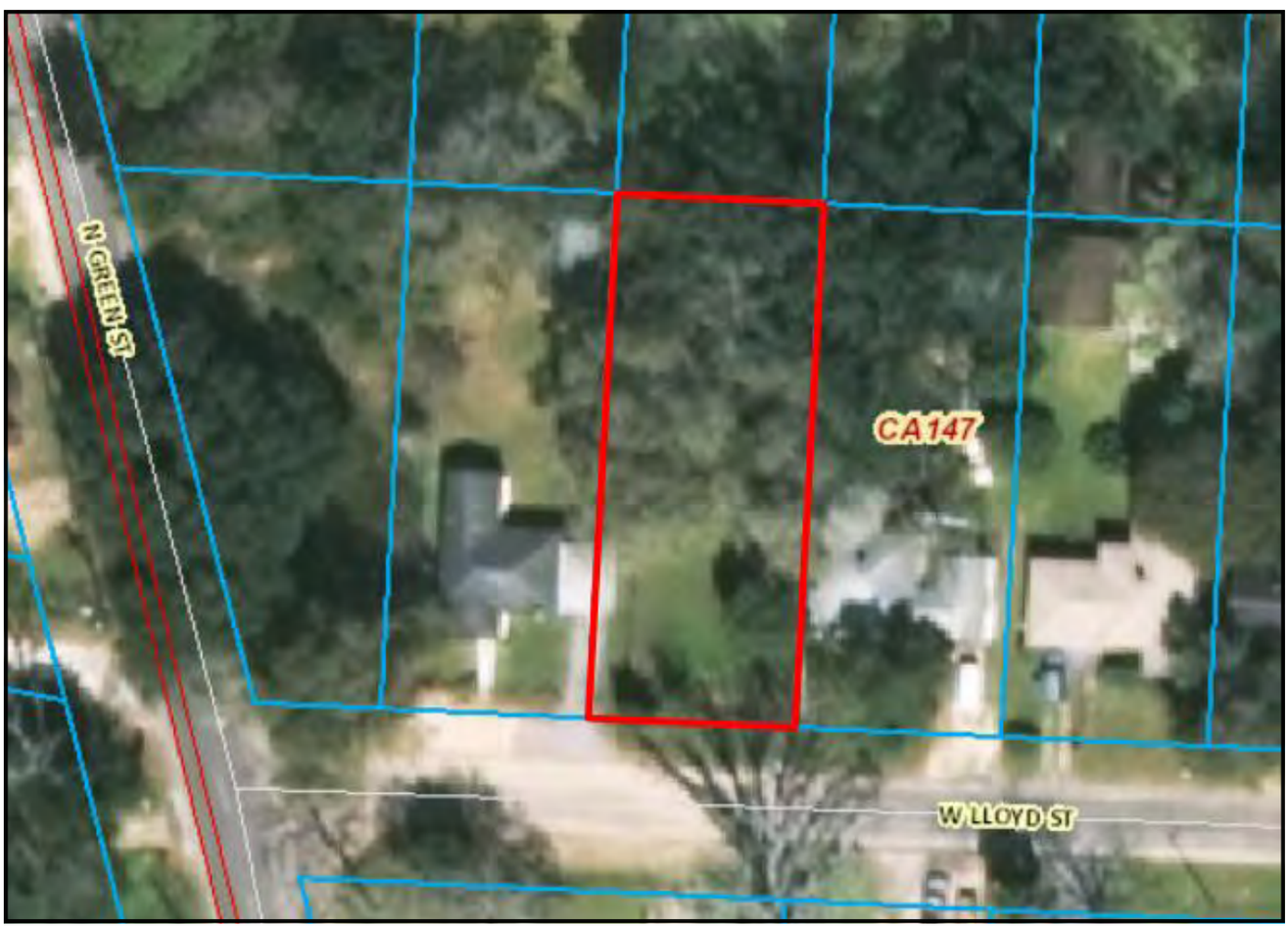
Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

The subject property is outlined in red
Subject property lines are approximate and are for illustrative purposes only.

County Aerial Photograph Parcel 2

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

The subject property is outlined in red
Subject property lines are approximate and are for illustrative purposes only.



Flood Map

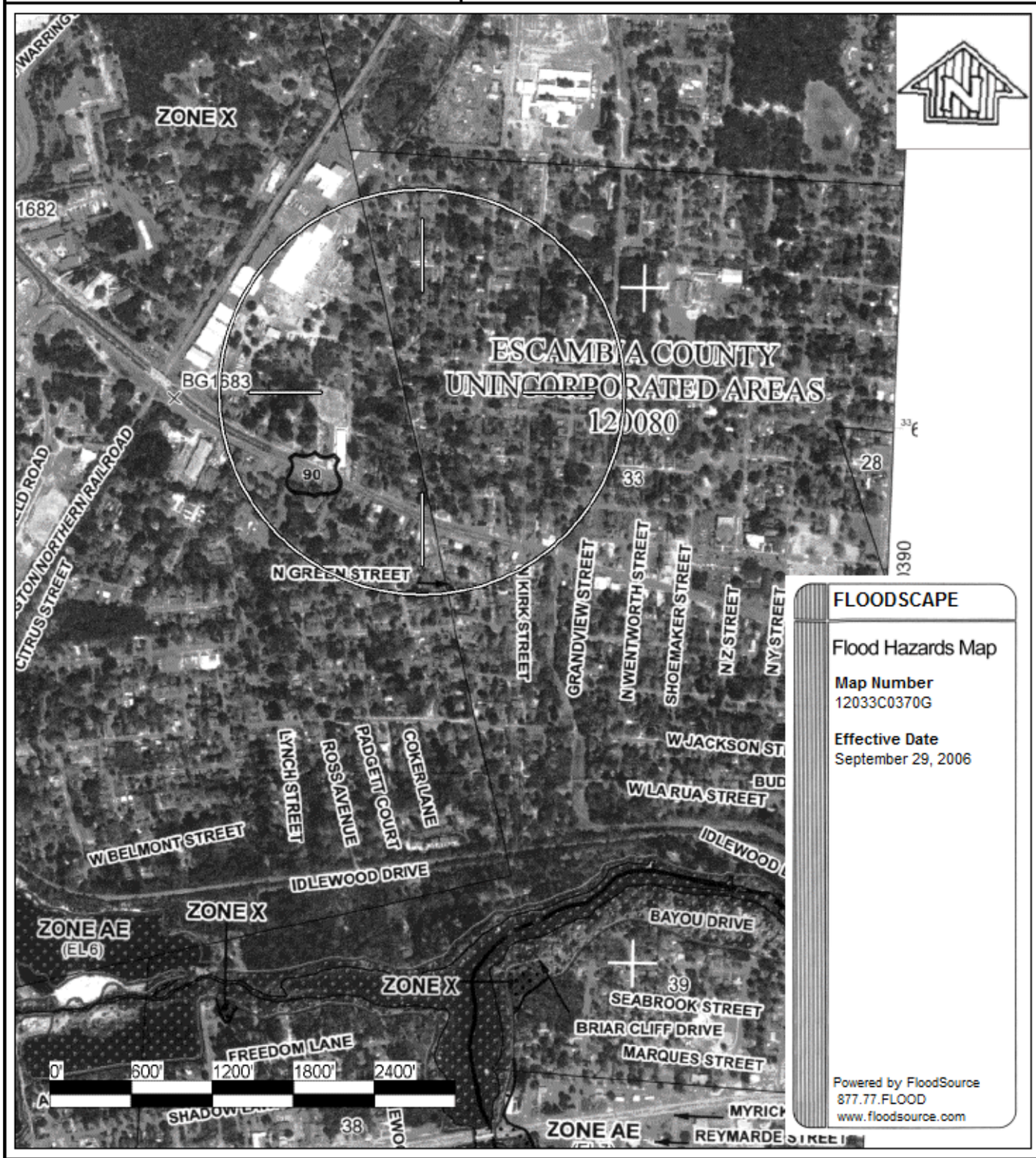
Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

InterFlood by a la mode

www.interflood.com • 1-800-252-6633

Prepared for:
Daniel Green & Associates, Inc.

3824 & 3826 W Lloyd St
Pensacola, FL 32505



© 1999-2014 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

Recorded in Public Records 01/02/2014 at 04:06 PM OR Book 7121 Page 271, Instrument #2014000204, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $332.50

Prepared by
Teri Kitchen, an employee of
First American Title Insurance Company
810 Scenic Highway
Pensacola, Florida 32503
(877)309-7217

Return to: Grantee

File No.: 1005-3087031

WARRANTY DEED

This indenture made on **January 02, 2014** A.D., by

J & J Rental Properties of Pensacola II, LLC, a Florida limited liability company and Jerome Lyons

whose address is: **P. O. Box 18353, Pensacola, FL 32523**
hereinafter called the "grantor", to

Carolyn J. Scott, a single woman

whose address is: **3826 West Lloyd Street, Pensacola, FL 32505**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **ESCAMBIA** County, **Florida,** to-wit:

LOTS 2 AND 3, BLOCK 7, WEST HIGHLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 74, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Subject Property is not the Homestead of Jerome Lyons.

Parcel Identification Number: **332S30-1300-002-007**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

BK: 7121 PG: 272

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

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 31st of 2013.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

J & J Rental Properties of Pensacola II, LLC,
a Florida limited liability company

By: Johnny Reese, Managing Member

Jerome Lyons

Signed, sealed and delivered in our presence:

Witness Signature
Print Name: Teri L Kitchen

Witness Signature
Print Name: Edith Garcia

Page 2 of 3
1005 - 3087031

BK: 7121 PG: 273

State of **Florida**

County of **Escambia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **January 02, 2014,** by **Johnny Reese, as Managing Member, on behalf of Johnny Reese, Manager Member of J & J Rental Properties of Pensacola II, LLC, a Florida limited liability company and Jerome Lyons,** existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid driver's license as identification.

_____
Notary Public

_____
(Printed Name)

My Commission expires: _____

TERI L. KITCHEN
Notary Public - State of Florida
My Comm. Expires Dec 16, 2016
Commission # EE 858774
Bonded Through National Notary Assn.
(Notorial Seal)

Page 3 of 3
1005 - 3087031

Location Map

Client	Escambia County						
Property Address	3826 W Lloyd St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32505
Client	Escambia County						

Market Conditions Addendum to the Appraisal Report

14041461
File No. 3824 W LLOYD

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 3826 W Lloyd St City Pensacola State FL ZIP Code 32505

Borrower ESC - REA Department

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	9	3	1	☐ Increasing	☐ Stable	☒ Declining
Absorption Rate (Total Sales/Months)	1.50	1.00	0.33	☐ Increasing	☐ Stable	☒ Declining
Total # of Comparable Active Listings	11	14	19	☐ Declining	☐ Stable	☒ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	7.3	14.0	57.6	☐ Declining	☐ Stable	☒ Increasing

Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Median Comparable Sale Price	40,000	27,000	62,000	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Sales Days on Market	79	53	40	☒ Declining	☐ Stable	☐ Increasing
Median Comparable List Price	40,000	40,000	39,900	☐ Increasing	☐ Stable	☒ Declining
Median Comparable Listings Days on Market	165	214	159	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	90.18	95	100	☒ Increasing	☐ Stable	☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? ☒ Yes ☐ No				☐ Declining	☐ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). The only seller concessions noted are relative to price reductions of existing speculative built homes. No significant market concessions are otherwise noted. It appears that the market is returning to a negated closing cost arrangement between both parties for the allowable fees that area change.

Are foreclosure sales (REO sales) a factor in the market? ☒ Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).

There are some foreclosure sales in the subjects neighborhood. However at this time the quality and condition of these sales are inferior to the subject and do not appear impact the subjects market.

Cite data sources for above information. Pensacola MLS

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The information above is based on properties within a 1 mile radius with square footages 850-1450 square feet and built from 1922-1962 to be fairly competitive. Based upon this data, the median sales prices are increasing, the median days on market is declining and the list/sale ratio is increasing. Current active listings however, have higher asking prices and longer days on market. It appears that those listings which need to sell are reducing prices and then selling within reasonable time frames. Information is based upon a narrow range of properties. This data is obtained from the local MLS in which some data is skewed due to the lack of unification of all persons entering the information. It is not necessarily reflective of the majority of properties within the subjects market area. The median comparable days on market and comparable listings days on market only reflects the days of the current listings/sale. Some properties are offered via an on-site sales office and not via MLS. Also, frequently other properties are listed/expired/withdrawn several times before they finally sell. This information is therefore not as reliable as the days on market data provided in the report. At the clients request, the above data is reflected on page 1 of the URAR

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project , complete the following: **Project Name:**

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature Paula Marie Pelezo	Signature
Appraiser Name Paula Marie Pelezo	Supervisory Appraiser Name
Company Name G. Daniel Green & Associates, Inc.	Company Name
Company Address 103 Bay Bridge Dr, Gulf Breeze, FL 32561	Company Address
State License/Certification # Cert Res RD7497 State FL	State License/Certification # State
Email Address ppelezo@gdanielgreen.com	Email Address

Form 1004MC2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

FIRREA / USPAP ADDENDUM

Client Escambia County
Property Address 3826 W Lloyd St
City Pensacola County Escambia State FL Zip Code 32505
Client Escambia County

Purpose

The purpose of the appraisal is to provide an opinion of a current fair market value of the subject property.

Scope

The scope of research preformed for this report was limited to an examination of similar improved property sales and vacant land sales in the subject market area. Information on these properties was obtained through the local MLS system, county property appraisers office, appraisers files and often third party sources involved with the sale. The scope of data concerning the physical condition of the subject property is limited to a a "drive by" observation of the subject and in some cases information revealed by others. Areas that are not readily accessible including the attic and crawl space (if any) or areas that are covered by personal property, carpet (etc) or vegetation have not been observed. The appraisal specifically is not a "home inspection", "site survey", "WDO inspection", or "engineering/structural inspection".

Intended Use / Intended User

This appraisal is strictly for the use of the client and for no other purpose.

History of Property

Current listing information: Per Pensacola MLS, the subject is not currently listed.

Prior sale: 01/02/2014 $47,500

Exposure Time / Marketing Time

As per the definitions section of USPAP, Exposure Time is defined as, "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on current market conditions, the opinion of reasonable exposure time for the subject property is estimated to be 5-7 months. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (see comments below)

Personal (non-realty) Transfers

Additional Comments

Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

The estimated opinion of value within the report is considered reliable within the context, scope and limitations of this report. The individual adjustments, line items and estimates shown in this appraisal report are used solely to arrive at the opinion of value. Use of them individually or out of context of this report is inappropriate and unreliable. The user/client is specifically instructed not to do so. Additionally, all of the exhibits and data included in this report and identified on the "Table of Contents" page comprise the complete appraisal report. The deletion of any exhibit and/or data will render the remainder unreliable and misleading. The user/client is specifically instructed not to do so. Any application of such data taken out of context will render all opinions and conclusions null and void.

In addition to the included assumptions and limiting conditions, the following also apply:

1. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.
2. All value indications are subject to existing leases and encumbrances (if any).
3. The appraiser is providing value opinions and conclusions within an extremely volatile market. These opinions and conclusions therefore are only effective for the effective date of the appraisal.

"Per the 2012-2013 USPAP: "When exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. The definition of Market Value on the form, provided by Fannie Mae includes reference to reasonable exposure time. Standards Rule 2-2 (a)(v),2-2 (b)(v) and 2-2 (c)(v) has added the language requiring that the opinion of exposure time, when developed in compliance with Standards Rule 1-2(c), be stated in the report. Please comply with the current version of USPAP and supply an opinion of reasonable exposure time"

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Paula Marie Pelezo

Appraiser(s): Paula Marie Pelezo
Effective date / Report date: 04/17/2014

Supervisory Appraiser(s):
Effective date / Report date:

Client	Escambia County			File No. 3824 W LLOYD	
Property Address	3826 W Lloyd St				
City	Pensacola	County Escambia		State FL	Zip Code 32505
Client	Escambia County				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
— The statements of fact contained in this report are true and correct.
— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
— Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
— Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
— I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
— My engagement in this assignment was not contingent upon developing or reporting predetermined results.
— My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

PHOTOGRAPH CERTIFICATION:
1. The photographs used in this appraisal are digital photos utilizing photo imaging technology.
2. The appraiser personally inspected the subject and all comparables.
3. The photographs used in this appraisal are a true and correct representation of the subject property and the comparable sales utilized in this report.
4. Although the photographs may have been enhanced during the finishing process, no alterations were made to the images which would misrepresent the appearance of the subject property and comparables.
5. Any exterior repairs and/or defects of the subject property and/or the comparable sales is noted and addressed in the appraisal report, if necessary.

CONDITIONS OF APPRAISAL
The intended user of this report is the referenced client. The intended use of this report is to assist the lender in making a lending decision. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

APPRAISER:

Signature: Paula Marie Pelezo
Name: Paula Marie Pelezo
State Certified Real Estate Appraiser
State Certification #: Cert Res RD7497
or State License #:
State: FL Expiration Date of Certification or License: 11/30/2014
Date of Signature and Report: 04/18/2014
Effective Date of Appraisal: 04/17/2014
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 04/17/2014

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

14041461
File No. 3824 W LLOYD

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

14041461
File No. 3824 W LLOYD

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 3826 W Lloyd St, Pensacola, FL 32505

APPRAISER:

Signature: Paula Marie Pelezo
Name: Paula Marie Pelezo
Title: State Certified Real Estate Appraiser
State Certification #: Cert Res RD7497
or State License #:
State: FL Expiration Date of Certification or License: 11/30/2014
Date Signed: 04/18/2014

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date Signed:
☐ Did ☒ Did Not Inspect Property

Form DLC2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McMahon-Hadder Insurance, Inc.
375 North 9th Ave., Suite A
Pensacola FL 32502

CONTACT NAME: Kathy Howard, CIC
PHONE (A/C, No, Ext): (850) 484-7011 FAX (A/C, No): (850) 474-5201
E-MAIL ADDRESS: kathy@mcmahonhadder.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Co	
INSURER B: Continental Casualty Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
G. Daniel Green & Associates, Inc.
103 Baybridge Drive
Gulf Breeze FL 32561

COVERAGES CERTIFICATE NUMBER:13/14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			21SBMJG6912	7/8/2013	7/8/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability $5,000 Deductible			RNP007990343-13	8/1/2013	8/1/2014	Each Claim	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Proof of Coverage Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J McMahon, CIC, CWCP/ John W. McMahon

ACORD 25 (2010/05)
INS025 (201005) 01

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AC#6298438

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12082304194

DATE	BATCH NUMBER	LICENSE NBR
08/23/2012	128051858	RD7497

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2014

PELEZO, PAULA MARIE
103 BAYBRIDGE DR
GULF BREEZE FL 32561

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	332S301300002007
Account:	063624100
Owners:	SCOTT CAROLYN J
Mail:	3826 W LLOYD ST PENSACOLA, FL 32505
Situs:	3826 W LLOYD ST 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$29,205
Land:	$6,240
Total:	$35,445
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/02/2014	7121	271	$47,500	WD	View Instr
07/31/2009	6491	190	$100	WD	View Instr
03/2007	6115	644	$25,000	WD	View Instr
10/2006	6017	568	$100	CT	View Instr
09/2005	5729	1457	$100	OT	View Instr
01/1976	1010	374	$13,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

LT 2 BLK 7 WEST HIGHLANDS PB 1 P 74 OR 7121 P 271
CA 147

Extra Features

FRAME BUILDING
FRAME GARAGE

Parcel Information

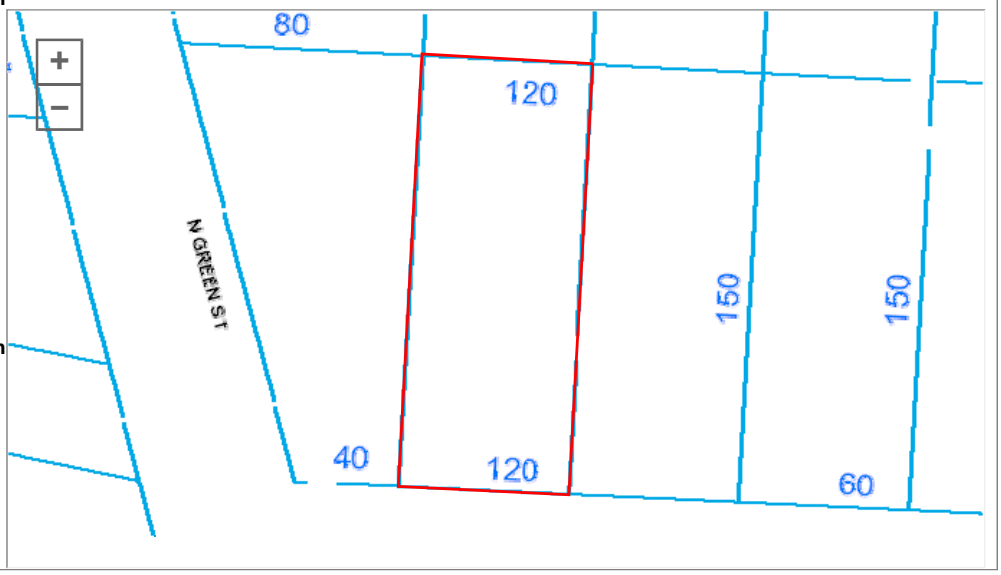
Launch Interactive Map

Section Map Id:
CA147

Approx. Acreage:
0.2100

Zoned:
R-3

Evacuation & Flood Information
Open Report



Buildings

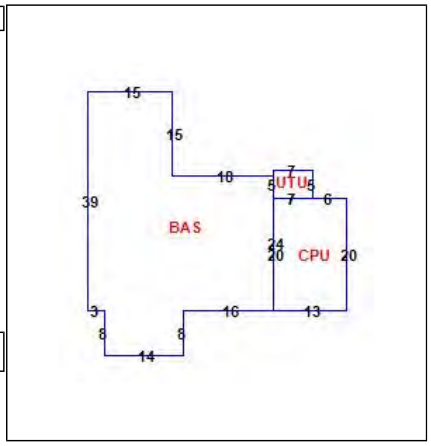
Building 1 - Address:3826 W LLOYD ST, Year Built: 1942, Effective Year: 1942

Structural Elements

FOUNDATION-*WOOD/SUB FLOOR*
EXTERIOR WALL-*VINYL SIDING*
NO. PLUMBING FIXTURES-*6.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*HIP*
ROOF COVER-*COMPOSITION SHG*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*CARPET*
NO. STORIES-*1.00*
FLOOR COVER-*VINYL/CORK*
DECOR/MILLWORK-*BELOW AVERAGE*
HEAT/AIR-*WALL/FLOOR FURN*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1424 Total SF

BASE AREA - *1129*
CARPORT UNF - *260*
UTILITY UNF - *35*



Images

8/16/12

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

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

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Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

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Improvements:	$0
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Total:	$6,240
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Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

LT 3 BLK 7 WEST HIGHLANDS PB1 P 74 OR 7121 P 271 CA 147

Extra Features

None

Parcel Information

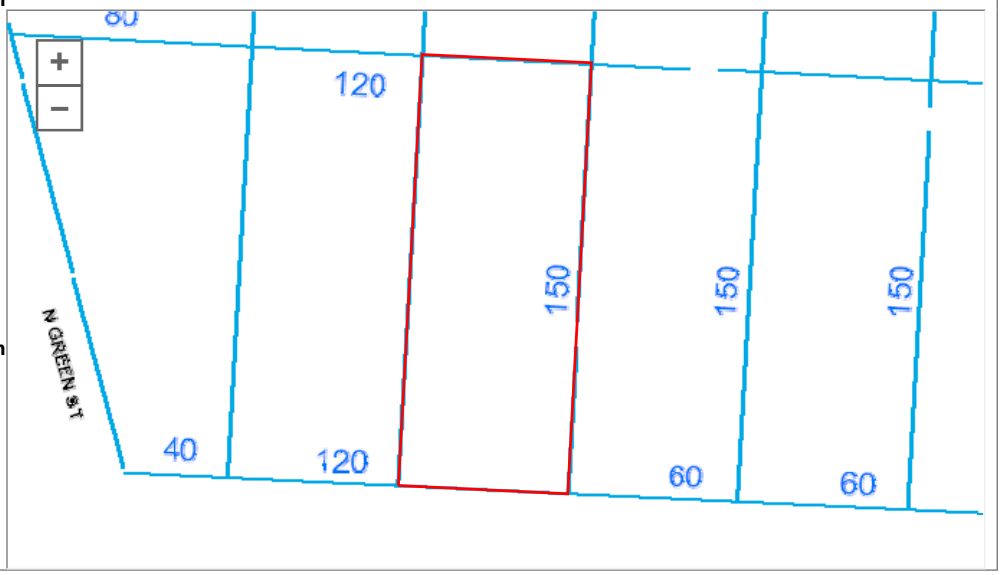
Launch Interactive Map

Section Map Id:
CA147

Approx. Acreage:
0.2100

Zoned:
R-3

Evacuation & Flood Information
Open Report



PROPOSED ACQUISITION / SCOTT PROPERTY @ 3826 WEST LLOYD STREET

TWO CONTIGUOUS PARCELS (TOTALING APPROXIMATELY 0.42 ACRES), WITH A RESIDENTIAL STRUCTURE

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/28/14 DISTRICT 3

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6357 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 06/26/2014
Issue: Traffic Assessment
From: Kerra Smith, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Assessment

That the Board schedule a public hearing for July 10, 2014 at 5:33 p.m. to consider adoption of an ordinance amending Section 34-6 of the Escambia County Code of Ordinances to assess a surcharge of $30.00 to penalties imposed for criminal violations listed in Section 318.17, Florida Statutes, to be used to fund state court facilities in Escambia County.

BACKGROUND:

Section 318.18(13)(a), Florida Statutes, authorizes the Board to adopt an ordinance imposing a $30 surcharge on noncriminal traffic infractions and certain criminal violations to fund state court facilities. The current ordinance imposes the surcharge for noncriminal traffic infractions only. The amendment will allow the Board to collect the surcharge for any criminal violations listed in Section 318.17, Florida Statutes.

BUDGETARY IMPACT:

An increase to the General Revenue Fund is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance was prepared by Kerra A. Smith, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The amendment to Sec. 34-6 of the Code has been discussed with the Clerk's Office. Their fee schedule will be amended to include the additional surcharge once the amendment becomes effective.

Attachments

Traffic Assessment Ord

ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 34, SECTION 34-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF A CERTAIN SURCHARGE ON TRAFFIC PENALTIES; ADOPTING ASSESSMENT OF SURCHARGE ON CERTAIN CRIMINAL VIOLATIONS; PROVIDING FOR SEVERABILTY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted certain legislation relating to penalties for noncriminal traffic infractions and certain criminal traffic violations that authorizes the Board of County Commissioners to impose a surcharge on such penalties for the funding of the State Court facilities of Escambia County; and

WHEREAS, as a result, the Board of County Commissioners hereby finds that pursuant to Section 318.18, Florida Statutes, as amended by Chapter 2009-204, Laws of Florida, such a surcharge is of critical financial importance to funding such facilities serving Escambia County; and

WHEREAS, the Board of County Commissioners hereby further finds that the County's ordinance assessing a surcharge on certain traffic penalties requires amendment to adopt the surcharge for criminal violations as permitted by Section 318.18(13)(a), Florida Statutes, to better ensure the continued health, safety, and welfare of the citizens of the County using State Court facilities; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment serves an important public purpose.

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

Section 1. Chapter 34, Section 34-6 of the Code of Ordinances of Escambia County,

DRAFT

Florida is hereby amended to read as follows:

Sec. 34-6. State Court Facilities surcharge.

(a) Legislative Findings and Intent.

This section is adopted with the intent to implement a surcharge on traffic penalties and certain criminal violations as permitted under F.S. § 318.18, as amended by Chapter 2009-204, Laws of Florida, to fund State Court facilities located in Escambia County. The Board of County Commissioners finds that the imposition of such a surcharge is in the best interest~~s~~ of the health, safety, and welfare of the citizens of the County.

(b) Assessment of Surcharge.

In addition to any penalties imposed for noncriminal traffic infractions pursuant to F.S. Ch. 318, or imposed for criminal violations listed in F.S. § 318.17, the Board of County Commissioners hereby imposes a surcharge of $30.00 for any such infraction or violation to fund State Court facilities in Escambia County. The Court shall not waive this surcharge.

Section 2. Severability.

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

Section 3. 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

DRAFT

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

<u>Section 4</u>. Effective Date.

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

DONE AND ENACTED THIS ___ DAY OF_____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

DRAFT