

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – July 24, 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 Barry.
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 two Proclamations:

A. Ratify the Proclamation dated July 15, 2014, extending a warm welcome to Imperial Potentate Dale W. Stauss upon the occasion of his visit to Escambia County, Florida; and

B. Adopt the Proclamation commending and congratulating Carolyn Duncan on her retirement from the Supervisor of Elections Office.

7. Written Communication.

May 28, 2014, email communication from Jason Waltrip requesting the Board reduce the costs/fines relative to two Code Enforcement Liens attached to property located at 800 West Jordan Street.

Recommendation: That the Board review and consider lien relief request made by Jason Waltrip against property located at 800 West Jordan Street.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all 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 Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

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

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. 5:31 p.m. Public Hearing concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2014 Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is \$143,494;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;
2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and
3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance related to the Dog Parks on Pensacola Beach and Perdido Key.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, to extend the sunset provision regarding dog parks on Pensacola Beach, and amending Volume 1, Chapter 10, Article 1, Section 10-26, to remove the sunset provision relating to dog parks on Perdido Key.

11. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating Section 10-27, relating to feeding cats and dogs outdoors, creating Section 10-28, authorizing a Community Cat Management Initiative, and establishing community cat management requirements.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-3, of the Escambia County Code of Ordinances, to define “community cats,” creating Section 10-27, relating to feeding cats and dogs outdoors, creating Section 10-28, authorizing a Community Cat Management Initiative, and establishing community cat management requirements.

12. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance amending the Unlicensed Contractor Ordinance.

Recommendation: That the Board adopt the Ordinance amending Volume I, Chapter 18, Article II, Division 4, Sections 18-92 through 18-101, of the Escambia County Code of Ordinances, pertaining to unlicensed contracting.

13. 5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 46, Article II, Division 3, Section 46-11, of the Escambia County Code of Ordinances, relating to the Small Business Enterprise Program Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 46, Article II, Division 3, Section 46-111, of the Escambia County Code of Ordinances, relating to the Small Business Enterprise Program.

14. 5:36 p.m. Public Hearing for consideration of an Ordinance establishing a six-month moratorium on permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities and other landfill facilities.

Recommendation: That the Board review the Ordinance placing a temporary moratorium on the permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities and other landfill facilities, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This hearing serves as the first of two required Public Hearings before the Board of County Commissioners.

15. 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 May 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 May 2014 returns received in the month of June 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2014; total collections for the May 2014 returns was \$905,903.98; this is a 12.88% increase over the May 2013 returns; total collections year to date are 4.71% more than the comparable time frame in Fiscal Year 2013.

2. Recommendation Concerning Acceptance of June 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2014, as required by Ordinance Number 95-13; on June 30, 2014, the portfolio market value was \$251,981,843 and portfolio earnings totaled \$102,630 for the month and \$1,583,643 year-to-date; the short-term portfolio yield was 0.18%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of -0.06%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.10%.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 10, 2014; and

B. Approve the Minutes of the Regular Board Meeting held July 10, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, 7 and 11

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Article 3, Section 3.02.00 by adding and amending definitions for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 6 by establishing locational criteria for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 7 by providing Conditional Use and Performance Standards for location of Direct Disposal Establishments and Funeral Establishments with Cinerators. Amending Article 11 by authorizing certain funeral establishments, cemeteries, cinerators and related consumer services in the Airfield Influence Planning Districts.

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 June 3, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Extension Council Appointments - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments to the Escambia County Extension Council:

A. Appoint the following individual, effective July 24, 2014, through November 30, 2015, to fill the unexpired term of Vernon Hiebert, who resigned:

ZONE	NAME	ADDRESS
3	Janean "Karen" Hall	10430 Highway 97A, Walnut Hill, FL 32568

B. Appoint the following individual, effective July 24, 2014, through November 30, 2015, to fill the unexpired term of Stephanie Croan, who resigned:

ZONE	NAME	ADDRESS
9	Jerry Patee	5219 Pale Moon Drive, Pensacola, FL 32507

C. Request the County Administrator's Office to provide letters of appointment to incoming members and letters of appreciation to outgoing members.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 26, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the June 26, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

3. Recommendation Concerning the Requests for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Corrections Department, Community Corrections Division, Environmental Enforcement Division, and the Jail, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

4. Recommendation Concerning a Reappointment to the Escambia County Health Facilities Authority - Jack R. Brown, County Administrator

That the Board approve the reappointment of Eugene Franklin to the Escambia County Health Facilities Authority, for a full four-year term, effective August 22, 2014, through August 21, 2018, as requested by Paula G. Drummond, Executive Director & General Council, Escambia County Health Facilities Authority.

5. Recommendation Concerning a Reappointment to the Escambia-Pensacola Human Relations Commission - Jack R. Brown, County Administrator

That the Board reappoint Pastor Sylvia E. Tisdale to the Escambia-Pensacola Human Relations Commission, for a two-year term, effective August 9, 2014, through August 8, 2016.

6. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form for the Public Works Department indicating one item to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

7. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 7, Highland Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for August 21, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John and Sheryle Cornelson.

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

That the Board approve the Request of Disposition of Property Form 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 Form with the Agency and reason stated.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for the Escambia County Corrections Department, Jail Division - 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, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department, as follows:

Vendor/Contractor	Amount	Contract Number
Henry Schein, Inc. Vendor #: 131760	\$80,000	State Contract # 475-000-11-1

[Funding: Fund 001, General Fund, Cost Center 290402, Jail Medical]

2. Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board approve and ratify the Chairman's signature on the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406]

3. Recommendation Concerning the Replacement Purchase of Networking and Telecommunication Equipment Lost in the Central Booking and Detention Facility - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of the replacement equipment from Technology Integration Group, in the amount of \$86,764.14, based on Florida State Contract # 250-000-09-1 (Quote # 10170), for networking and telephone equipment destroyed in the April 30, 2014, explosion at the Central Booking and Detention Facility.

[Funding: Fund 001, General Fund, Risk Management/Insurance, Cost Center 140836]

4. Recommendation Concerning the Purchase of Two Vehicles for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-13-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2014 Chevrolet Silverado 1500 Double Cab 4WD 1WT vehicles, for the Fire Services Division, in accordance with the specifications, in the amount of \$60,466, to Garber Chevrolet Buick GMC Truck, Vendor #070423, VE 13-14.022.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

5. Recommendation Concerning a Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the Lease Agreement between SLJM Properties, LLC, and Escambia County for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of \$935, commencing August 1, 2014, with an optional one-year term extension, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

6. Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$60,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	OEM
PO#:	140107
CO#:	1
Original Award Amount:	\$230,000
Cumulative Amount of Change Orders through this CO:	\$60,000
New PO Total:	\$290,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

7. Recommendation Concerning a Grant Agreement between the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Grant Agreement between the Florida Department of Environmental Protection (DEP – Agreement No. S0705), the Florida Fish and Wildlife Conservation Commission (FWC – Agreement No. 13212), and Escambia County to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28:

A. Accept the Grant Agreement with DEP (Agreement No. S0705) and FWC (Agreement No. 13212) to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28, that added Section 13.23.00, “Exterior Lighting,” for new construction and existing lighting on Pensacola Beach that protect nesting sea turtles and hatchlings on a cost reimbursement basis up to a maximum of \$28,000;

B. Approve and authorize the Chairman to sign the Grant Agreement with DEP and FWC; 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]

8. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning seven Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Hazel C. Browning, the owner of residential property located at 2800 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,650, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Litedra Burgess, the owner of residential property located at 921 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$1,875, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof replacement;

3. The Agreements between Escambia County CRA and C. Patrick Granat, the owner of residential property located at 402 Southeast Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,697, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Sally Hope, the owner of residential property located at 110 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,450, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

5. The Agreements between Escambia County CRA and Johnnie Kidd, the owner of residential property located at 1710 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

6. The Agreements between Escambia County CRA and Colvin L. Jr. and Evelyn D. Rancifer, the owners of residential property located at 1611 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,251, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

7. The Agreements between Escambia County CRA and Lilia Oakey Whitehouse, the owner of residential property located at 1306 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,245, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

9. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 919 West Michigan Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 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 Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 919 West Michigan Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Litedra Burgess, the owner of commercial property located at 919 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,987, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301 for roof replacement; and

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

10. Recommendation Concerning the Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 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 Lien:

A. Approving the following Lien cancellation, as the Grant recipient has met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Bien Dong Oriental Market	3510 West Mobile Highway	\$10,000

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

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

That the Board ratify the following July 24, 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 three Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Gregory K. Johnson	18 Milton Road	\$1,087
David & Susan Myers	1319 Wilson Avenue	\$1,247
Christine M. Rice	218 Payne Road	\$927

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

12. Recommendation Concerning Approval of the Escambia Consortium 2014 Annual Action Plan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Escambia Consortium 2014 Annual Action Plan:

A. Approve the Escambia Consortium 2014 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and

B. Authorize the County Administrator to execute all 2014 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

[Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG - Cost Centers to be assigned]

A complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com>

13. Recommendation Concerning Dental Insurance (P.D. 12-13.029) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Dental Insurance (PD 12-13.029):

A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501]

14. Recommendation Concerning Flexible Benefit Plan Administrative Services (PD 12-13.029) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Approve a three-month extension of the present Contract to December 31, 2018, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A. and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301]

15. Recommendation Concerning Voluntary Long Term Disability Insurance (P.D. 08-09.042) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 08-09.042):

A. Approve a three-month extension of the present Contract to December 31, 2015; and

B. Authorize the County Administrator to sign the National Insurance Service Amended Joinder Agreement for Long Term Disability Insurance upon Legal review and sign-off.

[Funding Source: Fund 501, Internal Service Fund]

16. Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Approve a three-month extension of the present Contract to December 31, 2014, without a premium increase and authorize a contribution of \$150 into the HSA (Health Savings Account) of each employee who elects the HSA coverage for the period of October 1, 2014, through December 31, 2014;

B. Accept the third-year renewal with Florida Blue, for the last year of a three-year Pro Share Agreement, from January 1, 2015, to December 31, 2015, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare and Group Rx for retirees who are Medicare-eligible;

C. Approve the employee and retiree health insurance premiums; the provided Attachment "1" shows premiums reflecting a \$20 discount for employees who do not use tobacco; the provided Attachment "2" shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

D. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA Plan; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; along with monthly administrative fees of \$2.50 per member, a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate;

E. Approve a three-year Wellness incentive of \$150,000 from Florida Blue, with the understanding that if the Board cancels coverage before 2017, the County would forfeit and return \$100,000 or if the County cancels coverage before 2018 the County will forfeit and return \$50,000; and

F. Authorize the County Administrator to sign the Employer Application and the BLUEMEDICARE Group Master Agreement upon review by the Legal Department.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

17. Recommendation Concerning a Resolution Authorizing the Write-Off of a Bad Debt at the Pensacola Bay Center - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution designating a delinquent account as an uncollectible bad debt and authorizing the Clerk of the Circuit Court to write-off the County's books a receivable due from MW Pensacola Events, LLC, for services provided by the Pensacola Bay Center, in the amount of \$5,763.83.

18. Recommendation Concerning Supplemental Budget Amendment #217 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #217, Escambia Restricted Fund (101) in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

19. Recommendation Concerning Budget Amendment #219 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #219, Community and Environment Department, Community Redevelopment (CRA) Fund (151) in the amount of \$119,700, to cover personnel costs/salary expenses associated with Temporary Employees being used for enhanced summer mowing/weed eating within the CRA Districts through the end of September 2014. The additional personnel funding will come from Neighborhood Restoration Reserves and are one-time monies in the current Fiscal Year's Budget.

20. Recommendation Concerning Supplemental Budget Amendment #226 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #226, Other Grants and Projects Fund (110) in the amount of \$10,508, to recognize funds from the State of Florida, Division of Elections, and to appropriate these funds for polling place accessibility in Escambia County.

21. Recommendation Concerning Supplemental Budget Amendment #227 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, Other Grants and Projects Fund (110) in the amount of \$400,000, to recognize two Grants from Enterprise Florida, Inc., and to appropriate these funds to be used for Airfield Influence Planning Districts (AIPDs) Density Reduction.

22. Recommendation Concerning Supplemental Budget Amendment #228 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, General Fund (001) and Special Revenue Fund (101) in the amount of \$17,500, to recognize a transfer from the General Fund (001) and to appropriate these funds to cover the operating losses of Innerarity Island Development Corporation (IIDC).

23. Recommendation Concerning the Food Service Supplies Contract, PD 13-14.056 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, with three options for 12-month extension periods, for a term not-to-exceed 80 months, for an estimated annual amount of \$190,000, and approve the Agreement for Food Service Supplies, PD 13-14.056, to the following Vendors:

- A. SYSCO Gulf Coast, Inc.; and
- B. The Merchants Company, d/b/a Merchants Food Service.

[Funding: Fund 175, Care and Custody Fund, Cost Center 290202, Object Code 55201, \$190,000]

24. Recommendation Concerning the Fiscal Year 2014/2015 Certification of Taxable Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2014/2015 Budget:

A. Certify the millage rates for Fiscal Year 2014/2015, as follows:

County-wide Operating – 6.6165

Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685

Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public; the millage rates must be certified by August 4, 2014.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2013/2014;

B. Certify the proposed millage rates at 2.19% above the aggregate rolled back rate;

C. Affirm the Boards' intent to increase the current revenue allocation at the 50.0% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2014/2015;

D. Schedule a Public Hearing on the Fiscal Year 2014/2015 Budget for September 9, 2014, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2014/2015 non-ad valorem special assessment roll at 5:02 p.m., on September 9, 2014, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida.

25. Recommendation Concerning the Local Agency Program Agreement for the Construction of Paved Shoulders along County Road 196 (Barrineau Park Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$1,624,000, for the construction of paved shoulders along County Road (CR) 196 (Barrineau Park Road) from CR 97 (Jacks Branch Road) to CR 99 (Highway 99) in Escambia County:

A. Approve the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between FDOT and Escambia County for construction of paved shoulders along CR 196 (Barrineau Park Road) from CR 97 (Jacks Branch Road) to CR 99 (Highway 99) in Escambia County;

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement, the Resolution for this Project, and any other document related to this LAP Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement]

26. Recommendation Concerning the Local Agency Program Agreement for the Construction of Paved Shoulders along County Road 99 (Highway 99) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$3,376,000, for the construction of paved shoulders along County Road (CR) 99 (Highway 99) from CR 196 (Barrineau Park Road) to CR 97A (Highway 97A) in Escambia County:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between FDOT and Escambia County for construction of paved shoulders along CR 99 (Highway 99) from CR 196 (Barrineau Park Road) to CR 97A (Highway 97A) in Escambia County;

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement, the Resolution for this Project, and any other document related to this LAP Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement]

27. Recommendation Concerning a Parcel of Real Property (with Office Building) Located at 6400 North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parcel of real property (with office building) located at 6400 North "W" Street, owned by W Street Holdings, LLC, which could be used to facilitate and house various Corrections Department Divisions and related functions:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing property located at 6400 North "W" Street from W Street Holdings, LLC, which could be utilized by the Corrections Department for various divisions and related functions; and

B. Authorize and direct staff to submit in parallel to item "A" an advertised Request for Letters of Interest (RLI) for a Building and Property that will meet the Community Corrections needs.

[Funding Source: Fund 114, Misdemeanor Probation]

28. Recommendation Concerning the Purchase of One Tractor with Mower for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #13-11-0904, Specification #20, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Board approval, and award a Purchase Order for one 2014 Kubota Tractor M108SHD with Terrain King KB2200 Boom Mower, to Coastal Machinery Company, in the amount of \$105,518.20, for the Road Division.

[Funding: Fund 352, LOST III Fund, Cost Center 210107]

29. Recommendation Concerning a Resolution Authorizing Members of the Board to Receive a Monthly Expense Allowance for Local Travel While Attending to County Business - Jack R. Brown, County Administrator

That the Board adopt the Resolution authorizing members of the Board of County Commissioners to receive a monthly expense allowance for local travel while attending to the business of the County, which provides the following:

A. Each member of the Board shall receive an expense allowance of \$200 per month in lieu of a per diem and travel expenses for Class "C" travel pursuant to Section 112.061, Florida Statutes, while attending to the business of the County; and

B. The Chair of the Board of County Commissioners may receive an additional allowance of up to \$50 per month for travel and other expenses related to the performance of his or her duties while attending to the business of the County.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Code 51501, Total amount per year-\$12,600]

30. Recommendation Concerning an Amendment to the Agreement for Consulting Services - Erin L. Deady, P.A. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign, the Amendment to the Agreement for Consulting Services between Escambia County and Erin L. Deady, P.A., with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and such other issues that may be identified by the County.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

III. For Discussion

1. Recommendation Concerning Adoption of a Resolution Approving a Plan of Finance for Low Interest Loans to First-Time Home Buyers and Authorizing the Escambia County Housing Finance Authority to Issue Single Family Mortgage Revenue Bonds (Multi-County Program) – Karyn Norton, Executive Director, Bryant Miller Olive P.A.

That the Board adopt a Resolution which approves a plan of finance (the "Plan of Finance") for low-interest loans to first-time home buyers and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue from time to time and in one or more series Single Family Mortgage Revenue Bonds (Multi-County Program), including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$150,000,000 (collectively, the "Bonds") and to operate the TBA Program as more fully described in the Resolution.

2. Recommendation Concerning a Request for Funding for the 2014 Snowball Derby - Commissioner Wilson B. Robertson, District 1

That the Board consider the request from the Five Flags Speedway, for \$25,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 Snowball Derby, to be held December 3-7, 2014, at Five Flags Speedway, and approve a Purchase Order for this purpose.

3. Discussion Concerning the State of Florida Funding of the Grant for the Restoration of Old Escambia County Courthouse Phase IV - David W. Wheeler, CFM, Director, Facilities Management

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Kenneth Gilmore

That the Board approve a washout workers compensation settlement for former employee Kenneth Gilmore in the amount of \$159,338.00, inclusive of attorney's fees and costs. An excess carrier shall reimburse Escambia County for \$63,511.20 of this settlement amount.

16. Items added to the agenda.
17. Announcements.
18. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6501

Proclamations 6.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: Ratification/Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Ratify the Proclamation dated July 15, 2014, extending a warm welcome to Imperial Potentate Dale W. Stauss upon the occasion of his visit to Escambia County, Florida; and

B. Adopt the Proclamation commending and congratulating Carolyn Duncan on her retirement from the Supervisor of Elections Office.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, in July during the 2014 Imperial Session held in Minneapolis, Minnesota, Dale W. Stauss of Grand Forks, North Dakota, was elected Imperial Potentate, part of the 13-member body that helps govern the Shriners fraternity. As Imperial Potentate, Stauss serves as President of the Board of Directors of Shriners International and Chairman of the Board of Directors of Shriners Hospitals for Children; and

WHEREAS, Imperial Potentate Stauss joined East Grand Forks Red River Lodge #292 in 1982 and is a 33rd Degree Member of the Scottish Rite and the Royal Order of Jesters; and

WHEREAS, Imperial Potentate Stauss became a member of Kem Shriners in Grand Forks in 1982 and served as the Temple's Potentate in 1997. In 1995, he received the Samsar Award for his service to Kem Shriners. In 2000, he served the region's Shriners as President of the Midwest Shrine Association; and

WHEREAS, Imperial Potentate Stauss has served as Chairman of the Imperial Athletic Committee, the East-West Shrine Game, the Shriners Hospitals for Children Golf Tournament, and the Imperial Membership Committee; and

WHEREAS, Imperial Potentate Stauss graduated from the University of North Dakota and has been involved in real estate management for more than 25 years; and

WHEREAS, Imperial Potentate Stauss is married to First Lady Cheryl; they have 3 daughters, 1 son, and 14 grandchildren.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Imperial Potentate Dale W. Stauss upon the occasion of his visit to Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Grover C. Robinson, IV, District Four

Wilson B. Robertson, District One

Gene M. Valentino, District Two

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk



Dated: July 15, 2014

PROCLAMATION

WHEREAS, Carolyn Duncan has worked very faithfully as a County employee for 20 years and is retiring as a Senior Election Support Assistant with the Supervisor of Elections Office; and

WHEREAS, Ms. Duncan has had the privilege of working with previous Supervisors of Elections Joe Oldmixon and Bonnie Jones; and

WHEREAS, since David Stafford took office in January 2005, Ms. Duncan's knowledge, experience, and dedication have been critical to the success of the Supervisor of Elections Office in serving the public; and

WHEREAS, throughout her career, Ms. Duncan has demonstrated a strong commitment to her duties; her helpful and gracious personality, patience, loyalty, and working relationship with her coworkers will be greatly missed.

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

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, expresses its appreciation to Carolyn Duncan for 20 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

*Steven L. Barry, Vice Chairman
District Five*

Grover C. Robinson, IV, District Four

Wilson B. Robertson, District One

Gene M. Valentino, District Two

ATTEST: *Pam Childers
Clerk of the Circuit Court*

Deputy Clerk

Adopted: *July 24, 2014*



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-6301

Written Communication 7.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: Environmental (Code) Enforcement Lien Relief – 800 W Jordan Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

May 28, 2014, email communication from Jason Waltrip requesting the Board reduce the costs/fines relative to two Code Enforcement Liens attached to property located at 800 West Jordan Street.

Recommendation: That the Board review and consider lien relief request made by Jason Waltrip against property located at 800 West Jordan Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all 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 Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

BACKGROUND:

Property located at 800 W Jordan Street has two code enforcement liens attached. The prior owners, Life Estate Hattie Stephens and Jennifer Thames were noticed by Environmental Enforcement for code violations. Owners failed to abate violations and a special magistrate hearing was held.

Special Magistrate found owners to be in violation and issued orders. The owners failed to abate violations.

The first lien placed on the property consisted of court cost and fines in the amount of \$7,900.00.

A second lien placed on property consisted of court cost, fines and abatement cost. Total amount of lien is \$3,470.00.

BUDGETARY IMPACT:

The itemized costs shown in the first code enforcement lien: CE101106383

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$3,300.00

C. Abatement Cost: \$3,500.00

TOTAL \$7,900.00

The itemized costs shown in the second code enforcement lien: C#130501901

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$2,370.00

TOTAL \$3,470.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

800 W Jordan Street

Sandra F Slay

From: jason waltrip [jswaltrip@hotmail.com]
Sent: Wednesday, May 28, 2014 4:50 PM
To: Sandra F Slay
Subject: Environmental Enforcement 800 W Jordan

Hi, I recently purchased the house at 800 W Jordan street at a tax deed auction. I cleared the yard of trash and weeds and put a new roof on the house. I then met with the Environmental Enforcement Officer in charge of my property to discuss the cases against it. CE 10-11-06383 was closed for a total of \$7,900 (\$3,300 of which were daily fines). CE 13-05-01901 was closed for a total of \$3,470 (\$2,370 of which were daily fines). Since I did not own the property when it became noncompliant I was hoping that some of the costs, especially the daily fines, could be reduced. Please let me know if you need anymore information. Thank you, Jason Waltrip



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: 800 W Jordan Street
Property Owner: Life Est. Hattie Stephens and Jennifer Thames
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE101106383

- 11/05/10** Received complaint for overgrowth, trash, debris and unsafe structure. Officer investigated complaint and observed the above violations. Notice of Violation was posted at property and sent to owners both regular and certified mail. Notice of violations werereturned.
- 11/19/10** Officer reinspected property and observed violations remained.
- 12/10/10** Officer reinspected property and observed violations remained. Requested title search.
- 02/02/11** Obtained daughter's address. Mailed Notice of Violation to her. Notice returned.
- 04/05/11** No change in property, hearing requested.
- 06/06/11** Hearing notice mailed to all owners both regular and certified mail. All notices were returned.
- 07/11/11** Hearing held. Court cost of \$1,100.00 awarded to county, \$0.00 per violation per day fines assessed with a deadline of July 28, 2011 to abate violations.
- 07/11/11** Copy of order mailed to all owners both regular and certified mail.
- 08/02/11** Officer conducted her reinspection. He observed all violations remained. Letter of Non-Compliance was mailed to the owner.
- 11/16/11** Violations abated by county in the amount of \$3,500.00

Lien Amount

Court Cost	\$1,100.00
Fine	\$3,300.00
Abatement	<u>\$3,500.00</u>
TOTAL	\$7,900.00
This does not include interest.	

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-11-06383
Location: 800 W Jordan
PR# 182S306000011020

Hattie Pearl Stephens, Life Est &
Jennifer D Thames
2077 Massachusetts Ave
Penascola, FL 32505

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012021173 03/19/2012 at 04:14 PM
OFF REC BK: 6833 PG: 739 - 739 Doc Type: CEL1
RECORDING: \$10.00

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 July 28, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (d), and 30-203 (cc). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 02, 2010.

Itemized	Cost
a. Fines (7/29/11 – 11/16/11 @ \$30.00 per day)	\$ 3,300.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 3,500.00</u>
Total:	\$ 7,900.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of March, 2012.



Special Magistrate
Office of Environmental Enforcement



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: 800 W Jordan Street
Property Owner: Life Est. Hattie Stephens and Jennifer Thames
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE130501901

05/30/13 Received complaint for overgrowth, trash, debris and unsafe structure. Officer investigated complaint and observed the above violations. Notice of Violation was posted at property and sent to owners both regular and certified mail. Notice of violations were returned.

06/20/13 Officer reinspected property and observed violations remained.

07/08/13 Officer reinspected property and observed violations remained. Requested special magistrate.

08/02/13 Hearing notice mailed to all owners both regular and certified mail. All notices were returned.

08/13/13 Hearing held. Court cost of \$1,100.00 awarded to county, \$10.00 per day fines assessed with a deadline of September 13, 2013 to abate violations. Copy of order mailed to all owners both regular and certified mail.

09/17/13 Officer conducted her reinspection. Observed all violations remained. Letter of Non-Compliance was mailed to the owners

12/16/13 Property was sold at a tax deed sale. New owner Jason Waltrip was mailed a copy of the Non-compliance letter.

05/15/14 Violations abated by the new owner, Jason Waltrip.

Lien Amount

Court Cost	\$1,100.00
Fine	<u>\$2,370.00</u>
TOTAL	\$3,470.00

This does not include interest.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 13-05-01901
Location: 800 W Jordan
PR# 182S306000011020

Waltrip, Jason
8 E Strong Street
Pensacola, FL 32501

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 August 13, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (o), and (dd). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 13, 2013.

Itemized Cost	
a. Fines (\$10.00 per day 9/20/13-5/15/14)	\$ 2,370.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>0.00</u>
Total:	\$ 3,470.00

DONE AND ORDERED at Escambia County, Florida on this ____ day of _____, 2014.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6331

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:31 p.m. Public Hearing Regarding the Fiscal 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

From: Derek Whidden, Grants Coordinator

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2014 Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is \$143,494;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;
2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and
3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

BACKGROUND:

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available.

BUDGETARY IMPACT:

There are no matching grant requirements for this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Applicants must provide an opportunity for the public to comment on their JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included in the Review Narrative portion of the application (along with information the governing body review). If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

PERSONNEL:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and act as the fiscal agent for this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and act as the fiscal agent for this grant.

Attachments

Sheriff's request

FY 14 JAG Solicitation

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

TO: Escambia County Administrator
FROM: Sheriff David Morgan
DATE: June 10, 2014
ISSUE: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Request

RECOMMENDATION 1:

Fund overtime for following units: Gun Response Team, Gang Unit, Narcotics Unit, Intensified Patrol, Bike Patrol, and Major Crime Unit. Emphasis will be reduction of gun violence in Escambia County.

Hours Overtime 2,870 @ \$50.00 with benefits = \$143,494

I. Program Areas

A. Law Enforcement: Violent crime involving firearms initiative

The primary problem is continued increased rates of violent crimes involving firearms in Escambia County. In 2000 the number of crimes reported that involved the use of a firearm was 339 (Source: Firearm Use in Violent Crimes and Manslaughter by County, 1996-2012 FDLE UCR). In 2012 that number had increased to 681 a 100% increase while the population increased only 1%.

In 2012, a total of 24,248 Violent Crime offenses involving a firearm were reported in Florida. More than 74 percent of those crimes occurred in ten counties (Broward, Miami-Dade, Duval, Escambia, Hillsborough, Lee, Orange, Palm Beach, and Pinellas). These ten counties hold approximately 58 percent of Florida's population. Escambia County represents only 1.6 percent



of the state's population but accounts for almost 3% of the Firearm Involved Violent Crimes in the state.

In August 2012 the Escambia County Sheriff along with Pensacola Chief of Police announced a joint effort to help address gun violence. The "Gun Crime Response Team", which will consist of members from Escambia County Sheriff's Office, Pensacola Police Department, Bureau of Alcohol, Tobacco and Firearms, Florida Department of Law Enforcement, and the State Attorney's Office. Also assisting in the venture will be the Florida Department of Probation and Parole, The Federal Bureau of Investigations, the US Marshall's and the U.S. Attorney's Office. The team will work as one unit within the boundaries of Escambia County to include the City of Pensacola.

The goal of this initiative is the reduction of gun related violence as well as the arrest and successful prosecution of those who commit gun related crimes. The team will respond to and investigate violent crimes where a firearm was the primary weapon of choice. They will work as a team with local investigators as a support unit and at times as the primary investigative unit.

The team will respond to the following types of firearm incidents, on a call out basis, at the request of the on-scene supervisor from either ECSO or PPD. The types of calls they will respond to include, but may not be limited to:

Homicides (Gun related)

Drive by Shootings

Intentional Weapon Discharges (with property damage or injury)

Suspicious Firearm Wounds and Firearm Wounds to Known Criminals

Persons arrested and charged with a Firearm Violation (primary and secondary)

Illegal Aliens with Firearms

Narcotic Related Crimes Involving Firearms

Illegal Firearms and Weapons Caches

Found or Recovered Firearms (including those with no arrest)

The lack of funding has limited the ability of the team to follow up on the various crimes reported. This grant will allow for overtime for sworn officers to work crimes involving firearms.

Goal: To reduce firearm violence by combating violent firearms related crimes.

Objective 1: Using available overtime funding to respond to firearm related crimes including: homicides, armed robberies, drug related, illegal immigrants, convicted felon, illegal firearms and caches, found or recovered firearms including no arrest, Screen newly incarcerated inmates for mental illness and/or significant medical conditions for possible suitability for alternative programs.

Objective 2: Create tracking of firearm related cases to determine if the use of firearms can be tied to other cases. Referrals for identified cases to outside agencies as appropriate (i.e. federal or other jurisdiction).

Objective 3: Increase arrest for firearm related offenses through increased patrol in high crime intensity areas.

Objective 4: Increase the prosecution of gun related offenses through close coordination with U.S. Attorney and State Attorney Office.

Objective 5: Reduce the overall rate of gun violence within Escambia County. This will be tracked using the State of Florida's Uniform Crime Rate.

Total request for Escambia County Sheriff \$143,494

Any questions with this request please contact Derek Whidden at risk@escambiaso.com or at 436-9144



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2014 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/14jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

Deadline

Applicants must register in [OJP's Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. See the "How to Apply" section on page 20 for more details. All registrations and applications are due by 8:00 p.m. eastern time on June 10, 2014. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time, on the solicitation close date. You may also contact your [State Policy Advisor](#).

Release date: April 24, 2014

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2014 Local Solicitation (CFDA #16.738)

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on June 10, 2014. See “How To Apply” on page 20 for details.

Eligibility

Refer to the title page for eligibility under this program.

Program-Specific Information

Program Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the [FBI's UCR Redevelopment Project \(UCRRP\)](#).
- Developing or sustaining state compatible incident based reporting systems.

Award Recipient Responsibilities: The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Governing Body Review: No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. **See the Review Narrative section on page 15 for additional information.**

Public Comment: At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. **See the Review Narrative section on page 15 for additional information.**

Prohibited Uses: No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used directly or indirectly to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist**, making them essential to the maintenance of public safety and good order:

- *Vehicles, vessels, or aircraft.
- **Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

****Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV):** No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. In addition, no JAG funds may be expended for this purpose without Federal Aviation Administration (FAA) approval and certification that the use is legal in the local jurisdiction. Also, any grant award using funds for this purpose may be subject to additional conditions and reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's [JAG web page](#).

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the [What Works in Reentry Clearinghouse](#) for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

Amount and Length of Awards

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Awards of at least \$25,000 or more are 4 years in length with an award period of October 1, 2013 through September 30, 2017. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Awards that are less than \$25,000 are 2 years in length with an award period of October 1, 2013 through September 30, 2015. Requests for up to an additional 2 years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Budget Information

AG awards are based on a statutory formula as described below.

Although JAG grantees and subgrantees are required to report on quarterly accountability measures through BJA's Performance Measurement Tool (PMT), those reports are intended to promote greater transparency about the use of JAG funds and do not determine the amount of JAG funds allocated to a state and/or localities.

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. **See the budget narrative description under the "How to Apply" section (page 20) for more information.**

JAG Formula: Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Administrative Funds: A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Supplanting: Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's [JAG web page](#) for examples of supplanting.

Leveraging of Grant Funds: Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Disparate Certification: A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Trust Fund: SAAs may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Match Requirement: Match is not required under the JAG Program. Although match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives, BJA encourages states to consider financial and other potential local constraints related to imposing a match requirement on subgrantees, as it may adversely affect small local jurisdictions. Matching funds become part of the overall award amount, and as such are subject to audit and should be expended prior to closeout.

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at www.opm.gov/salary-tables. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the

program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on “conference” approval, planning, and reporting available at www.ojp.gov/funding/confcost.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.usdoj.gov/funding/other_requirements.htm.

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.
- As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect.

FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2014 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the certifying official and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center atvests@usdoj.gov or toll free at 1-877-758-3787.

- A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

Interoperable Communications

- Grantees (including subgrantees) that are using FY 2014 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:
 - Compliance with the [FY 2014 SAFECOM Guidance on Emergency Communications Grants](#) (including provisions on technical standards that ensure and enhance interoperable communications).
 - Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
 - Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.
 - All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

Use of Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance

to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2014 DNA Backlog Reduction Program, available at <https://ncjrs.gov/pdffiles1/nij/si001112.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Reporting Requirements, Accountability Measures, and JAG Showcase

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through [GMS](#), quarterly accountability metrics reports (see below) through BJA's Performance Measurement Tool ([PMT](#)), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary (see FFATA section below).

Accountability Measures

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Data reported by JAG grantees and subgrantees for this report does not determine JAG funding, which is calculated based on a statutory formula combining population and Uniform Crime Reporting Part I crime data. BJA encourages JAG grantees to make decisions on funding through a collaborative process involving all major stakeholders including law enforcement, courts, indigent defense, prosecution, corrections and community corrections, treatment providers, crime victims, and others. The measures are not designed to replace the planning that should occur at the state and local level.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures. Refer to the section "What an Application Should Include" on page 14 for additional information.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations

designed to develop or contribute to generalizable knowledge) may constitute “research” for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP’s performance measure data reporting requirements likely do not constitute “research.” Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP “Other Requirements for OJP Applications” web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that Web page.

JAG Showcase

The [JAG Showcase](#) was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new [BJA Success Story web page](#). This new web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

If you have a JAG Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [Register](#). Once you register, one of the available areas on your *My BJA* page will be “*My Success Stories*”. Within this box, you will see an option to add a *Success Story*. Once reviewed and approved by BJA, all success stories will appear on the new [BJA Success Story web page](#).

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

Reducing Gun Violence

Gun violence has touched every state, county, city, town, and tribal government in America. In the aftermath of the Sandy Hook Elementary School tragedy and recent mass shooting at the Washington Navy Yard, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

Recidivism Reduction, Pretrial Reform and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pre-trial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and units of local government to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's [Ten Principles of a Public Defense Delivery System](#).)

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. After the Newtown tragedy, numerous states began pushing for and adopting policies supporting early identification and intervention. States aimed to enhance mental health screening services to identify emerging mental illness in children and adolescents and to ensure adequate access to care. BJA encourages states and units of local government to utilize JAG funding in support of programs and policy changes

aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See [Adults with Behavioral Health Needs under Correctional Supervision](#).)

Evidence-Based “Smart” Programs

Many criminal justice agencies continue to experience unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the criminal justice field in the last several decades which rely on use of data, crime analysis, cutting edge technology, research and evaluations regarding evidenced-based and high-performing programs. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Policy](#) at George Mason University. In the re-entry field, a summary of research-based re-entry strategies is available on the National Reentry Resource Center’s [What Works in Reentry Clearinghouse](#) link. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing, Smart Supervision, Smart Pretrial, and Smart Prosecution.

BJA encourages states and units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., “Program Narrative,” “Budget Narrative,” “Memoranda of Understanding,” etc.) for all attachments.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

2. Project Abstract

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would

be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf. The abstract **should not** exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Budget and Budget Narrative

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or sub-grant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

a. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [OJP Financial Guide](#).

5. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior

to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to citizens for comment prior to application submission by (provide means of notification); or the application has not yet been made available for public review/comment.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name “Disclosure of Pending Applications,” to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., “[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

7. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds **must** be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If receiving funding, BJA will make use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

9. Applicant Disclosure of High Risk Status

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to

OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk;
- Date the applicant was designated high risk;
- The high risk point of contact name, phone number, and email address, from that federal agency; and
- Reasons for the high risk status.

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

10. Additional Attachments (if applicable)

Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

11. Accounting System and Financial Capability Questionnaire

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)

- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Non-profit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Active SAM Registration
- Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)
- OJP Training Guiding Principles for Grantees and Subgrantees

How to Apply

Applicants must submit applications through the Grants Management System ([GMS](#)), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.usdoj.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at www.sam.gov.

- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select “Bureau of Justice Assistance” and the “Edward Byrne Memorial Justice Assistance Grant (JAG) Program–Local Solicitation.”
- 6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.
- 7. Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities* ([SF-LLL](http://www.ojp.usdoj.gov/gmscbt/)).
- 8. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail your [State Policy Advisor](#) **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or GMS in sufficient time
- failure to follow GMS instructions on how to register and apply as posted on the GMS Web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at www.ojp.usdoj.gov/funding/solicitations.htm.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojpeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNs Number (see page 21)
- _____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 21)
- _____ For existing users, check GMS username and password* to ensure account access (see page 21)
- _____ Verify SAM registration in GMS (see page 21)
- _____ Search for correct funding opportunity in GMS (see page 21)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP or the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review "[Other Requirements](#)" web page

Eligibility Requirement:

- _____ Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's [JAG web page](#)
- _____ Federal amount requested is within the allowable limit of the FY 2014 JAG Allocations List as listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 14)
- _____ Project Abstract (see page 14)
- _____ Program Narrative (see page 15)
- _____ Budget and Budget Narrative (see page 15)
- _____ Review Narrative (see page 15)
- _____ Applicant Disclosure of Pending Applications (see page 16)
- _____ Memorandum of Understanding, if applicable (see page 17)
- _____ Tribal Authorizing Resolution, if applicable (see page 17)
- _____ Applicant Disclosure of High Risk Status (see page 17)
- _____ Research and Evaluation Independence and Integrity, if applicable (see page 18)
- _____ Accounting System and Financial Capability Questionnaire (if applicable) (see page 19)
- _____ Disclosure of Lobbying Activities, if applicable ([SF-LLL](#)) (see page 21)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6507

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:32 p.m. Public Hearing Concerning Adoption of an ordinance related to the Dog Parks On Pensacola Beach And Perdido Key

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance related to the Dog Parks on Pensacola Beach and Perdido Key.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, to extend the sunset provision regarding dog parks on Pensacola Beach, and amending Volume 1, Chapter 10, Article 1, Section 10-26, to remove the sunset provision relating to dog parks on Perdido Key.

BACKGROUND:

At its July 10, 2014 meeting, the Board approved setting the Public Hearing for consideration of adopting the dog parks on Pensacola Beach and Perdido Key.

Sections 10-25 and 10-26 of the Escambia County Code of Ordinances establish dog parks on Pensacola Beach and Perdido Key. Both of these sections contain a sunset clause which will automatically repeal the ordinance, unless it is reviewed and saved from repeal through reenactment by the Board. These sections are scheduled to expire August 8, 2014. The amended ordinance will extend the sunset provision in Section 10-25 related to dog parks on Pensacola Beach for one year, and remove the sunset provision from Section 10-26 concerning dog parks on Perdido Key, making Section 10-26 permanent.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was prepared by Kerra A Smith, Assistant County Attorney and was advertised in the *Pensacola News Journal* on July 12, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PENSACOLA BEACH TO EXTEND THE SUNSET PROVISION; AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-26 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG PARKS ON PERDIDO KEY TO REMOVE THE SUNSET PROVISION; 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 to provide protection for, regulate, and control animals in the County; and

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

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to extend the sunset provision from the animal control ordinance related to dog parks on Pensacola Beach, and remove the sunset provision from the animal control ordinance related to dog parks on Perdido Key, serves 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, Section 10-25 of the Escambia County Code of Ordinances is hereby amended to read as follows:

(1) Short Title. This section shall be known as the "Pensacola Beach Dog Park Ordinance."

(2) Legislative Intent. The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, 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.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) From May 1 through October 31, the hours of operation shall be from 7:00 a.m. until sunset. From November 1 through April 30, the hours of operation shall be from the time of sunrise until sunset.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by the executive director, the director of public safety, the water safety supervisor and senior lifeguards of the Santa Rosa Island Authority while in the performance of their official duties. A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The executive director and the director of public safety of the Santa Rosa Island Authority shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

(5) Sunset provision. This provision shall stand repealed ~~42-[months]~~ one year from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 2. That Volume 1, Chapter 10, Article I, Section 10-26 of the Escambia County Code of Ordinances is hereby amended to read as follows:

(1) Short Title. This section shall be known as the "Perdido Key Dog Park Ordinance."

(2) Legislative Intent. The intent of this section is to establish parks on Perdido Key where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, 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 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.

(b) Dogs shall be permitted on those designated portions of Perdido Key on the Gulf of Mexico identified as Gulf Access Point #3 and Access Point #4 adjacent to Tot Park (River Road).

(c) From May 1, 2013, through September 2, 2013, the hours of operation shall be from 6:00 a.m. until 10:00 a.m. CST. Effective September 3, 2013, Gulf Access Point #3 will be closed for use as a dog park. Effective September 3, 2013, the hours of operation for Access Point #4 adjacent to Tot Park (River Road) shall be from the time of sunrise until sunset.

(d) The County shall provide appropriate signage designating the park boundaries and rules of operation.

(e) From May 1, 2013, through September 2, 2013, all dogs shall be prohibited from roaming freely within the boundaries of Gulf Access Point #3 when sea turtle or shorebird surveyors find evidence of nesting within the park boundaries. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog. All dogs may roam freely within the boundaries of Access Point #4 adjacent to Tot Park (River Road).

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by county animal control officers while in the performance of their official duties. A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The director of public safety shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

~~(5) Sunset provision. This provision shall stand repealed twelve (12) months from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.~~

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

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: [Signature] Assistant County Attorney
Date: 7/14/14

Enacted:

Filed with Department of State:

Effective:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6526

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:33 p.m. Ordinance Amending Chapter 10, Article 1, Section 10-3 of Escambia County Code of Ordinances (Community Cat Management Ordinance)

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating Section 10-27, relating to feeding cats and dogs outdoors, creating Section 10-28, authorizing a Community Cat Management Initiative, and establishing community cat management requirements.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-3, of the Escambia County Code of Ordinances, to define "community cats," creating Section 10-27, relating to feeding cats and dogs outdoors, creating Section 10-28, authorizing a Community Cat Management Initiative, and establishing community cat management requirements.

BACKGROUND:

A draft ordinance concerning a Community Cat Management Program was presented and discussed at the April 10, 2014, Committee of the Whole (COW). Following the COW meeting, staff received input from the Animal Services Advisory Committee (ASAC) and Target Zero Institute (TZI). The ordinance has since been amended to address concerns presented by those organizations. At the July 10, 2014 Board Meeting, the Board approved the recommendation authorizing the scheduling of a public hearing to consider adoption of this ordinance.

BUDGETARY IMPACT:

Community Cat Management is expected to reduce the number of cats that are euthanized annually, which will also reduce costs at the Escambia County Animal Shelter. The Animal Shelter currently euthanizes approximately 4,500 cats per year.

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 Animal Services Division intends to work with the Pensacola Humane Society to transition cats into the Community Cat Management Program, pending adoption of the Ordinance. A copy of the Ordinance will be filed with the Department of State.

Attachments

Community Cat Management Ordinance

ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DEFINITIONS; CREATING SECTION 10-27 RELATING TO FEEDING CATS AND DOGS OUTDOORS; CREATING SECTION 10-28 AUTHORIZING A COMMUNITY CAT MANAGEMENT INITIATIVE; ESTABLISHING COMMUNITY CAT MANAGEMENT REQUIREMENTS; 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, regulation, and control of animals in the County; and

WHEREAS, the Board of County Commissioners recognizes the need for innovation in addressing the issues presented by feral, free-roaming and other community cats; and,

WHEREAS, the Board of County Commissioners finds that amending the County's ordinances relating to animal control to establish requirements for feeding cats and dogs outdoors and authorize a community management initiative better ensures the health, safety, and welfare of the public; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve an important public purpose;

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

Section 1. That Volume I, Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 10-3. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner.

Animal means every living dumb creature.

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city,

county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this chapter.

Animal control officer means any person duly employed or appointed who is authorized to investigate, on public or private property, and to issue citations as provided in this chapter. An animal control officer is not authorized to bear arms or make arrests.

Animal enclosure means any pet store, pet shop, animal shelter, kennel, animal rescue organization facility, sty, barnyard, impoundment area or other area where animals are housed and kept, whether for retail, breeding purposes or as household pets.

Animal rescue organization means a humane society or other nonprofit organization that is: dedicated to the protection of animals; duly registered with the Florida Department of State and the Florida Department of Agriculture and Consumer Services; and properly organized as a charitable organization under § 501(c)(3) of the Internal Revenue Code.

Animal shelter means the offices of the animal control officer where an impoundment area for animals is provided.

Barnyard animals means all animals of the equine, bovine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

Community cat means any free-roaming cat that does not have an owner but may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized, vaccinated against the threat of rabies, and ear tipped (preferably on the left ear). Qualified community cats are exempt from pickup and impounding as strays under section 10-5, tag requirements of section 10-8(b), licensing requirements of section 10-9, and roaming at large provisions of section 10-11(a), but may be subject to the animal nuisance provisions of section 10-11(e).

County commissioners means the board of county commissioners of the county.

Cruelty means any omission, or act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

Dangerous or vicious animal means any animal that according to the records of the appropriate authority:

- (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has, more than once, severely injured or killed a domestic animal while off the owner's property; or
- (3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided

that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Direct control means immediate, continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural and/or oral control, if the controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Harbor(ing) means any person or entity that provides care, shelter, protection, refuge, and/or nourishment to an animal.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed cats primarily for personal recreational use. Personal recreational use may include participation in recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting, working or water trials, and may include improving the physical soundness, temperament, and conformation of a given breed to standard or for the purpose of guarding or protecting the owner's property.

Impounding officer means the county administrator or his designee.

Livestock means all domestic animals kept for use on a farm or raised for sale and profit.

Livestock officer means the sheriff or his designee.

Owner means any person, firm, corporation or organization possessing, harboring, keeping, or having control or custody of an animal, whether temporary or permanent, or if the animal is owned by a person under the age of 18, that person's parent or guardian.

Pet shop means any place or premises at which the primary purpose is the keeping of pet animals, exclusive of those animals regulated and controlled by the state freshwater fish and game commission, for retail or wholesale purchase.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the presence of a "bad dog." Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Public road means any street, sidewalk, alley, highway, or other way open to travel by the public including rights-of-way, bridges and tunnels.

Residential area means any area in the county where two or more dwellings or houses are within 50 feet or less of each other.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Shelter means provision of, and unlimited access to, a three-dimensional structure having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and made of durable material. At a minimum the structure must be:

- (1) Sufficient in size to allow the animal to stand up, turn around, lie down and stretch comfortably;
- (2) Designed to protect the animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions;
- (3) Free of standing water, accumulated waste and debris;
- (4) Provide adequate ventilation; and
- (5) Provide a solid surface flooring area, resting platform, pad, mat, or similar provision of adequate size for the animal to lie upon in a comfortable manner.

Stable means those premises at which horses or equines are kept commercially for boarding, riding, breeding, training, or resale purposes.

Sterilization means dogs and cats rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, or permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

Tether means to restrain an animal by tying the animal to any stationary object or structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any means, including, but not limited to, a chain, rope, cord, leash or pulley/running line, but shall not include the use of a leash when walking an animal.

Unaltered animal means a dog or cat which has not been neutered, spayed or is otherwise not sterilized.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Wild animal means any living member of the kingdom Animalia, including those born or raised in captivity, except the following:

- (1) The species *Homo sapiens* (human beings).

- (2) The species *Canis familiaris* (domestic dogs, including hybrids with wolves, coyotes, or jackals).
- (3) The species *Felis catus* (domestic cats, excluding hybrids with ocelots or margays).
- (4) The species *Equus caballus* (domestic horses).
- (5) The species *Equus asinus* (asses/donkeys).
- (6) The species *Bos taurus* (cattle).
- (7) The subspecies *Ovis ammon aries* (sheep).
- (8) The species *Capra hircus* (goats).
- (9) The subspecies *Sus scrofa domestica* (swine).
- (10) Domesticated races of the species *Gallus gallus* or *Meleagris gallopavo* (poultry).
- (11) Domesticated races of the species *Mesocricetus auratus* (golden hamsters).
- (12) Domesticated races of the subspecies *Cavia aperea procellus* (guinea pigs).
- (13) Domesticated races of rats or mice (white or albino, trained, laboratory-reared).
- (14) Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- (15) All captive-bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks), *Fringillidae* (finches), and *Columbidae* (doves and pigeons).
- (16) All captive-bred members of the species *Serinius canaria* of the class *Aves* (canaries).
- (17) Domesticated races of the species *Carassius auratus* (goldfish).
- (18) Captive-bred members of the superorder *Teleostei* of the class *Osteichthyes* (common aquarium fish).

Section 2. That Volume I, Chapter 10, Article I, Section 10-27 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 10-27. Feeding of Cats and Dogs Outdoors.

Dogs and cats, excluding managed community cats covered in section 10-28, may be fed outdoors only if the following conditions are met:

- (1) Feeding shall take place primarily during daylight hours to minimize the risk of domestic-wildlife interactions that have increased potential of rabies exposure for the cats or dogs. Any food provided after daylight hours shall only be provided for such time as required for feeding, which time shall not exceed 30 minutes, after which all food shall be removed.
- (2) All food must be placed in a sanitary container of sufficient size for the cat and/or dog being fed. Only an amount of food that is appropriate for daily consumption may be provided.
- (3) Excess quantities of food may not be dumped on the ground or placed outdoors in bowls or other containers. Leaving open food packages outdoors is also prohibited.

- (4) Feeding outdoors must take place on the property owned by the person placing the food or be done with the consent of the property owner. Feeding on public property, road right-of-ways, parks, common land of a multifamily housing unit or any property without the consent of the owner is prohibited.

A Violation of this section is a civil infraction punishable as provided for in section 10-23.

Section 3. That Volume I, Chapter 10, Article I, Section 10-28 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 10-28. Community Cat Management Initiative.

- (a) *Short title.* This section shall be known as the "Escambia County Community Cat Management Ordinance".
- (b) *Legislative intent.* Escambia County hereby recognizes the need for innovation in addressing the issues presented by feral, free-roaming and other community cats. It is further recognized that there are community care givers of cats, and that properly managed community cats may be part of the solution to the continuing euthanasia of cats. The intent of this section is to address these issues by authorizing a community cat management initiative.
- (c) *Community Cat Management Requirements.* Community cats shall be managed as follows:
 - (1) All managed community cats must be maintained on private property of the caregiver(s), or with permission on the private property of another landowner (including city, state, and federal public property).
 - (2) All cats that are part of community cat management programs must be sterilized, vaccinated against the threat of rabies, and ear-tipped (preferably on the left ear) for easy identification. Female cats may also be tattooed on the stomach or right ear as evidence of sterilization.
- (d) If the requirements of subsection (c) above are met, the community cat is exempt from pickup and impounding as a stray pursuant to section 10-5, tag and licensing requirements of sections 10-8(b) and 10-9, and roaming at large provisions of section 10-11(a), except as provided in subsection (f) below. Community cats may be subject to the animal nuisance provisions of section 10-11(e).
- (e) If a person is providing care for a community cat or community cat colony/group, the following conditions must be satisfied:
 - (1) Food must be provided in the proper quantity for the number of cats being managed, and must be maintained in proper feeding containers.
 - (2) Water, if supplied, must be clean, potable and free from debris and algae.
 - (3) If shelter is provided, it shall be unobtrusive, safe, and of the proper size for the cat(s).

- (4) If veterinary care is needed, but is unavailable or too expensive, the caregiver must not allow a community cat to suffer.
- (f) Community Cats and/or Community Cat colonies/groups are prohibited 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, and on public bathing beaches or recreational areas on any portion of any beach, public or private, on the portion of the county known as Perdido Key and more particularly described in section 10-11(b)(2).
- (g) A Violation of this section is a civil infraction punishable as provided for in section 10-23.

Section 4. 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 5. 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 6. 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

ATTEST: PAM CHILDERS
 Clerk to the Circuit Court

 Lumon J. May, Chairman

BY: _____
 Deputy Clerk
 (Seal)

Approved as to form and legal
 sufficiency.

By/Title: *[Signature]* Assistant County Attorney
 Date: 7/25/14

Enacted:
 Filed with Department of State:
 Effective:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6510

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:34 p.m. Public Hearing Amending the Unlicensed Contractor Ordinance

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance amending the Unlicensed Contractor Ordinance.

Recommendation: That the Board adopt the Ordinance amending Volume I, Chapter 18, Article II, Division 4, Sections 18-92 through 18-101, of the Escambia County Code of Ordinances, pertaining to unlicensed contracting.

BACKGROUND:

At its July 10, 2014 meeting the Board approved setting the Public Hearing for consideration of amending the Unlicensed Contractor Ordinance.

The Unlicensed Contractor Ordinance was established to regulate unlicensed contracting in construction activities for which a County Certificate of Competency or state certification/registration is required in order to protect consumers requiring contracting services. The amended ordinance specifies acts that constitute unlicensed contracting and increases the civil penalty for violations. The amendment is also intended to make the ordinance more comprehensive by clarifying enforcement, citation, and hearing procedures.

BUDGETARY IMPACT:

The increase in the civil penalty will result in an increase in revenue in Fund 406, Building Inspections Department Inspection Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was reviewed and approved by Kerra A. Smith, Assistant County Attorney and advertised in the *Pensacola News Journal* on July 12, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The respective Ordinance was enacted May 4, 2000 and requires amending due to recent changes in F. S. Chapter 489.127.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2014-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING VOLUME I, CHAPTER 18, ARTICLE II, DIVISION 4, SECTIONS 18-92 THROUGH 18-101 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PERTAINING TO UNLICENSED CONTRACTING; SPECIFYING PROHIBITED ACTIVITES; MODIFYING ENFORCEMENT PROCEDURES; INCREASING CIVIL PENALTIES FOR UNLICENSED CONTRACTING; AMENDING CITATION AND HEARING PROCEDURES; REPEALING SECTION 18-101 RELATED TO REFUSAL TO SIGN CITATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 489, Florida Statutes, the county is authorized to regulate persons who engage in activities for which a county certification or State registration or certification is required; and

WHEREAS, Section 489.127, Florida Statutes, as amended, provides for an increase in the maximum civil penalty which may be levied against persons engaged in unlicensed contracting; and

WHEREAS, the Board of County Commissioners finds that amending the county's ordinances to better identify the activities constituting unlicensed contracting and clarify enforcement and hearing procedures better ensures the health, safety, and welfare of the public; and

WHEREAS, the Board of County Commissioners further finds that modifying the provisions pertaining to unlicensed contractors serves an important public purpose,

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

SECTION 1. Volume I, Chapter 18, Article II, Division 4, Section 18-92 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-92. Prohibited Activities. ~~Authority and intent.~~

(a) Legislative Intent. This division is adopted pursuant to section 489.127, Florida Statutes ~~(1999)~~ (2013), as amended, and is intended to provide a means of assuring compliance with article II of chapter 18 of the Escambia County Code of Ordinances and chapter 489, Florida Statutes ~~(1999)~~ (2013), as amended, prohibiting the activities of unlicensed contractors. The county may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, Florida Statutes ~~(1999)~~ (2013), as

amended, to enforce, as set out in this division, the provisions of sections 489.127, Florida Statutes (~~1999~~) (2013), and 489.132(1), Florida Statutes (~~1999~~) (2013), as amended, against persons who engage in construction activities in Escambia County for which a county certificate of competency or license or state certification or registration is required.

(b) Prohibitions. It shall be a violation of this section for any person, partnership, corporation, association, or other entity to:

- (1) Engage in the business of or act in the capacity of a contractor, advertise, or otherwise hold oneself or a business organization out as available to engage in the business or act in the capacity of a contractor without being duly registered or certified pursuant to Chapter 489, Florida Statutes or Chapter 18 of the Escambia County Code of Ordinances;
- (2) Falsely impersonate a locally licensed or locally registered contractor;
- (3) Present as his own the local license of another;
- (4) Knowingly give false or forged evidence to the contractor competency board or board of electrical examiners or a member thereof;
- (5) Use or attempt to use a local license which was been suspended, revoked, or placed on inactive or delinquent status;
- (6) Operate beyond the scope of work or geographical scope of a license;
- (7) Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;
- (8) Willfully or deliberately disregard or violate any municipal or county ordinance relating to unlicensed or unregistered contractor;
- (9) Commence or perform work for which a building permit is required without such building permit being in effect;
- (10) Conceal information relative to violations of this section.

(c) No uncertified or unregistered person associated with a contracting firm qualified by a licensed or registered contractor shall:

- (1) Conceal or caused to be concealed, or assist in concealing, from the primary qualifying agent, any material activities or information about the contracting firm;

- (2) Exclude or facilitate the exclusion of any aspect of the contracting firm's financial or other business activities from the primary qualifying agent;
- (3) Knowingly cause any part of the contracting firm's activities, financial or otherwise, to be conducted without the primary qualifying agent's supervision; or
- (4) Assist or participate with any local license holder in the violation of any provision of this chapter.

SECTION 2. Volume I, Chapter 18, Article II, Division 4, Section 18-93 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-93. Enforcement.

- (a) A code enforcement officer, designated pursuant to this division, may issue a citation for any violation of section 18-36~~(b)~~, or section 18-92, Escambia County Code of Ordinances, or section 489.127, Florida Statutes ~~(1999)~~ (2013), as amended, or section 489.132(1), Florida Statutes ~~(1999)~~ (2013), as amended, whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.
- (b) All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer or code enforcement officer; or by leaving the notice at the violator's usual place of residence with some person of his family above fifteen (15) years of age, and informing such person or the contents of the notice, or by including a hearing date within the citation. ~~The subsection does not authorize or permit a code enforcement officer to perform any function or duty of a law enforcement officer other than a function or duty that is authorized in this subsection.~~
- (c) The subsection does not authorize or permit a code enforcement officer to perform any function or duty of a law enforcement officer other than a function or duty that is authorized in this subsection or chapter 489, Florida Statutes. A person cited for a violation pursuant to the subsection is deemed to be charged with a noncriminal infraction.
- (d) A person cited for a violation of this division is deemed to be charged with a noncriminal infraction.
- (e) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer commits a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083
- (f) Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this subsection. A citation must be issued to the alleged

violator for each day an alleged violation continues to exist if a separate fine is to be imposed.

- (g) The building official or his designee may issue a stop-work order for all unlicensed or unpermitted work on a project upon reasonable and probable cause to believe that construction work which requires a license or a permit is being performed without a current valid license or permit.

SECTION 3. Volume I, Chapter 18, Article II, Division 4, Section 18-94 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-94. Citations and Fines.

- (a) A citation issued by a code enforcement officer shall be in a form prescribed by the contractor competency board and shall state:
- (1) The time and date of issuance.
 - (2) The name and address of the person to whom the citation is issued.
 - (3) The time and date of the violation.
 - (4) A brief description of the violation and the facts constituting reasonable and probable cause.
 - (5) The name of the code enforcement officer.
 - (6) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
 - (7) The applicable civil penalty if the person elects not to contest the citation.
- (b) For violations of this division, the board of county commissioners hereby establishes that the following maximum civil penalty citation schedules which may be levied may not exceed \$2,000 will apply if the person cited elects not to contest a citation, and the civil penalties which will apply if such person elects to contest a citation.
- (1) ~~For those persons not contesting a citation:~~
- ~~a. First citation, \$50.00.~~
 - ~~b. Second citation, \$100.00.~~
 - ~~c. Third citation, \$200.00.~~
 - ~~d. Fourth and all additional citations, \$400.00.~~
 - ~~e. Serious or irreversible threat citation, \$400.00.~~
- (2) ~~For those persons contesting a citation:~~
- ~~a. First citation, \$100.00.~~
 - ~~b. Second citation, \$200.00.~~

- ~~_____ c. _____ Third citation, \$300.00.~~
- ~~_____ d. _____ Fourth and all additional citations, \$500.00.~~
- ~~_____ e. _____ Serious or irreversible threat citation, \$500.00.~~

- (c) Civil penalty monies collected pursuant to this division shall be retained by the board of county commissioners, and may be set aside in a specific trust fund to support future enforcement activities against unlicensed contractors by the contractor competency board. Once a code enforcement officer issues a citation, no such officer shall have the authority to void a citation but must deposit the citation with the contractor competency board or board of electrical examiners for disposition as provided in this section.
- (d) Once a code enforcement officer issues a citation, no such officer shall have the authority to void a citation but must deposit the citation with the contractor competency board for disposition as provided in this section.

SECTION 4. Volume I, Chapter 18, Article II, Division 4, Section 18-95 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-95. Procedure after citation issued. Rights of violator.

- (a) The act for which such a citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten days of receipt of such the citation, exclusive of weekends and legal holidays, ~~or request an administrative hearing before the contractor competency board to contest the issuance of the citation by the code enforcement officer.~~
- (b) Upon receipt of a timely written request for a hearing to contest a citation, the board secretary shall set the matter for hearing within forty-five (45) days of receipt of such request.
- (c) Failure of the violator to request an administrative hearing within the time period set forth in subsection (a) above, shall constitute a waiver of the violator's right to an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation, and penalties may be imposed accordingly.
- (d) If the alleged violator pays the applicable penalty before the date he is scheduled to appear before the board, he shall have the option to admit the commission of the infraction or to indicate that he does not wish to contest the citation. If such person forfeits his right to appear before the board at the designated time and location, he shall be deemed to have waived his right to a hearing, and to have admitted the commission of the infraction.

- (e) Upon receipt of a request for hearing, the board secretary shall serve a notice of hearing to the alleged violator, which shall include, but not be limited to, the following:
- 1) Place, date and time of hearing;
 - 2) Notice that the alleged violator may be represented by an attorney;
 - 3) Right of alleged violator to present witnesses and evidence and conduct cross-examination, and;
 - 4) A conspicuous statement reflecting the requirements of F.S. Ch. 286, that a person deciding to appeal any decision of the board will need to ensure that a verbatim record of the proceedings is made.
- (f) If the alleged violator or designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the board, the board may dismiss the citation unless the violation is irreparable or irreversible.
- (g) No hearing shall be scheduled on a date sooner than ten (10) days from the date of service of the citation on the alleged violator unless there is reason to believe that a violation presents a serious threat to the public health, safety and welfare. All hearings shall be administratively scheduled by the board secretary.

SECTION 5. Volume I, Chapter 18, Article II, Division 4, Section 18-96 of the Escambia County Code of Ordinances is hereby amended as follows:

~~Sec. 18-96. Establishment of enforcement trust fund.~~

- (a) ~~Civil penalty monies collected pursuant to this division shall be retained by the board of county commissioners, and may be set aside in a specific trust fund to support future enforcement activities against unlicensed contractors by the contractor competency board.~~
- (b) ~~The clerk of the circuit court for the county is hereby directed to impose a surcharge on each civil penalty in the sum of \$2.00 for the purpose of administering this enforcement trust fund.~~
- (c) ~~The clerk of the circuit court is further directed that said \$1.00 of each civil penalty is to be retained by the clerk of the circuit court for recurring administrative costs.~~

SECTION 6. Volume I, Chapter 18, Article II, Division 4, Section 18-97 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-967. Hearings.

(a) Hearings shall be held before the contractor competency board and such hearings shall be conducted pursuant to the requirements of sections 162.07 and 162.08, Florida Statutes (1999) (2013), as amended; and the Rules and Procedures of the Contractor Competency Board, as adopted by the Board of County Commissioners.

(b) The Contractor Competency Board shall not continue, delay, or suspend any action due to any other jurisdictional proceeding that is pending between an alleged violator and complainant, including civil litigation.

~~Failure of a violator to appeal the decision of the code enforcement officer within the time period set forth in section 18-95 above shall constitute a waiver of the violator's right to an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation, and penalties may be imposed accordingly.~~

(c) Upon written notification by the code enforcement officer that a violator had not contested the citation or paid the civil penalty within the time-frame allowed on the citation, or if a violation has not been corrected within the time-frame set forth on the notice of violation, the contractor competency board shall enter an order ordering the violator to pay the civil penalty set forth on the citation or notice of violation, and a hearing shall not be necessary for the issuance of such order.

~~If the person issued the citation, or his or her designated representative, shows that the citation is invalid or that the violation has been corrected prior to appearing before the contractor competency board, the board may dismiss the citation unless the violation is deemed irreparable or irreversible.~~

(d) If the contractor competency board finds that a violation exists, the board may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than \$2,500 per day for each violation. In determining the amount of the penalty, the contractor competency board or board of electrical examiners shall consider the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.
- (4) Other relevant facts relating to the violation.

~~Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.~~

(e) If the contractor competency board finds that a violation exists, the violator may also be held liable for the reasonable costs of the hearing, at the discretion of the board.

~~If the contractor competency board finds that a violation exists, the board may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than \$1,000.00 per day for each violation. In~~

determining the amount of the penalty, the contractor competency board shall consider the following factors:

- ~~(1) The gravity of the violation.~~
- ~~(2) Any actions taken by the violator to correct the violation.~~
- ~~(3) Any previous violations committed by the violator.~~
- ~~(4) Other relevant facts relating to the violation~~

- (f) The board shall determine whether or not to file a complaint with the state attorney's office, depending upon the severity of the violation(s).

~~Upon written notification by the code enforcement officer that a violator had not contested the citation or paid the civil penalty within the time frame allowed on the citation, or if a violation has not been corrected within the time frame set forth on the notice of violation, the contractor competency board shall enter an order ordering the violator to pay the civil penalty set forth on the citation or notice of violation, and a hearing shall not be necessary for the issuance of such order.~~

- (g) The board shall file a complaint with the state attorney's office upon a finding that severe loss has been incurred by a customer or supplier as a direct result of the actions of the unlicensed individual or firm.

SECTION 7. Volume I, Chapter 18, Article II, Division 4, Section 18-98 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-978. Lien on property.

- (a) A certified copy of an order imposing a civil penalty against an uncertified contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes.
- (b) A civil penalty imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this subsection, whichever occurs first.
- (c) After three months from the filing of any such lien which remains unpaid, the contractor competency board may authorize the county attorney to foreclose on the lien. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

SECTION 8. Volume I, Chapter 18, Article II, Division 4, Section 18-99 of the Escambia County Code of Ordinances is hereby amended as follows:

~~Sec. 18-99. Notices.~~

~~All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer or code enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his or her family above 15 years of age and informing such person of the contents of the notice; or by including a hearing date within the citation.~~

SECTION 9. Volume I, Chapter 18, Article II, Division 4, Section 18-100 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 18-99100. Appeal.

An aggrieved party, including the county, may appeal a final administrative order of the contractor competency board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the contractor competency board. An appeal shall be filed in circuit court within 30 days of the execution of the order to be appealed.

SECTION 10. REPEALER

Volume 1, Chapter 18, Article II, Division 4, Section 18-101 of the Escambia County Code of Ordinances relating to *Refusal to Sign Citation* is hereby repealed in its entirety and reserved for future use.

SECTION 11. 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 12. 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, Fla. Stat. (2013); 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 13. 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 of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: *[Signature]* Assistant County Attorney
Date: 7/14/14

(Seal)

Enacted: _____

Filed with Department of State: _____

Effective: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6511

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:35 p.m. Public Hearing Concerning the Small Business Enterprise Program Ordinance

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 46, Article II, Division 3, Section 46-11, of the Escambia County Code of Ordinances, relating to the Small Business Enterprise Program Ordinance.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 46, Article II, Division 3, Section 46-111, of the Escambia County Code of Ordinances, relating to the Small Business Enterprise Program.

BACKGROUND:

At its July 10, 2014 meeting the Board approved setting the Public Hearing for consideration of amending the Small Business Enterprise Ordinance.

By Board action on December 5, 2013, the Board of County Commissioners previously adopted Ordinance Number 2013-52 creating a small business enterprise program to provide qualified small businesses the maximum opportunity to participate in the public procurement of goods and services. The proposed amendment will serve to clarify certain provisions relating to the implementation of the program.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney drafted the proposed amendment and advertised in the *Pensacola News Journal* on July 12, 2014.

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

Ordinance

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-111 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SMALL BUSINESS ENTERPRISE PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Board action on December 5, 2013, the Board of County Commissioners previously adopted Ordinance Number 2013-52 creating a small business enterprise program to provide qualified small businesses the maximum opportunity to participate in the public procurement of goods and services; and

WHEREAS, the Board of County Commissioners finds that provisions of the County's ordinance relating to the small business enterprise program for the County's procurement of goods and services require amendment to better implement the program; and

WHEREAS, the Board of County Commissioners finds that the proposed Ordinance amending the ordinance creating the small businesses enterprise program for the County's procurement of goods and services serves a compelling public purpose for the benefit of the taxpayers and residents of Escambia County.

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

Section 1. That Volume I, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 46-111. Small Business Enterprise Program.

A. Purpose and intent of article.

The purpose and intent of this article is to provide the maximum opportunity for increased participation of qualified small businesses in the County's procurement system.

B. Definitions.

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will

not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

C. Scope.

Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the County which are governed by the county purchasing code. Whenever possible, the County shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

D. SBE Program Goals.

~~(1) *Annual goals:* The cumulative annual SBE goal for county procurement contracts shall be a minimum expenditure of up to **fifteen (15) percent** of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with County SBE Program policies and procedures. ~~—competitive procurement monies for materials, supplies, equipment services and construction. The annual goal shall be applied to each individual county procurement of goods, services or construction unless otherwise approved by the County Administrator.~~ The cumulative annual SBE goal may be adjusted annually by the Board of County Commissioners.~~

~~(2) *Evaluation of goal attainment:* The goal shall be applied to the full monetary value of the contract and be reflected in the full monetary portion spent on subcontracts for goods, services, supplies, consulting or and construction services to be that may be awarded to those SBEs meeting contract specifications~~

E. Certification.

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

- (a) The business must currently perform a *commercially useful business function*;
- (b) The business must be a local business as defined in Sec. 46-110;

- (c) The business must be an independently owned and operated, for-profit entity;
- (d) The business may employ 10 or fewer full time employees; and
- (e) The business may have a net worth of not more than one million dollars.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. ~~Applicants must submit the necessary documentation as appropriate to their business and all of its affiliates. The Office of Purchasing may request any other documentation necessary to determine eligibility.~~ This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall certify accept SBEs for use by the County in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the County.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. ~~Supporting documentation may be required for continued certification.~~ A company that fails to submit its affidavit of continued eligibility ~~or fails to submit documentation requested by the office of purchasing~~ will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the County has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the ~~purchasing department~~ County Administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the County's SBE program requirements. The County Administrator ~~purchasing department~~ County Administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one (1) year from the date of decertification.

(7) *Appeal of Decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within twenty (20) days of receipt of the notice

of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on Appeal of Decertification.* If an appeal is requested, an administrative review will be conducted by the County Administrator, or designee, within forty-five (45) days of receipt of the notice of appeal. Upon review, the County Administrator, or designee shall take one of the following actions:

(a) Grant the appeal. If a determination is made that decertification was contrary to County's SBE program requirements, the appeal shall be granted and the business recertified;

(b) Deny the appeal. If a determination is made that certification would be contrary to the County's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with Sec. 46-102(4)-(7); or

(c) Refer the appeal to a special master. If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with Sec. 46-102(4)-(7).

F. False representation.

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

G. Reservation of Contracts.

(1) Unless otherwise prohibited by federal or state law, the County may reserve contracts to be awarded only to SBEs. The County shall ~~may~~ review all of its needs and requirements in each fiscal year and the Board of County Commissioners may shall determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the County shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the County may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the Board of County Commissioners Administrator, in conjunction with the purchasing manager, must determine that such a reservation is in the best interest of the County.

(2) Unless otherwise prohibited by federal or state law, the County may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the County before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the County shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the County may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the County.

H. SBE Preference.

(1) The County may award a bid preference on any single bid, as provided in Sec. 46-110, to a certified SBE.

~~(2) The County may award a bid preference on any single bid, as provided in Sec. 46-110, to any contractor that agrees to use SBEs as subcontractors or subvendors for at least 15-51 percent or more of the total dollar value of the bid.~~

~~(3) The County may award a preference in evaluation points to SBEs or contractors that meet the SBE participation goal in its RFP response.~~

~~(4) The purchasing department will formulate and present for adoption any rules necessary to implement the SBE preference in order to guide the county toward having~~

~~a certain percentage of its expenditures for materials, supplies, equipment goods, services or construction placed with SBEs.~~

(52) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

I. Responsiveness of bids—Good faith efforts.

(1) Every competitive bid ~~or proposal~~, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The County may consider written documentation submitted with the bid package ~~or proposal~~ in determining whether a contractor has made one or more good faith efforts including, but not limited to:

(a) Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

(b) Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media concerning the subcontracting opportunities;

(c) Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

(d) Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

(e) Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

(f) Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

(g) Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

(h) Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The County may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

J. SBE Assistance Program.

(1) The SBE assistance program is established within the Office of Purchasing and will report all recommendations and activities associated with the SBE program directly to the County Administrator. This program will assist, and encourage, ~~and serve as a liaison for a-SBEs to become a supplier of materials, supplies, equipment, or services to the County participate in the County solicitation process.~~

(2) In addition, the purchasing department, in conjunction with the County Administrator, shall:

(a) Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

(b) Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

(c) Refer all information on any business suspected of misrepresenting its SBE status to the County Administrator's office;

(d) Maintain a central list of certified SBEs, and provide it upon request, ~~and maintain a process for timely and independent verification of the status of businesses currently certified and seeking certification from the County as a SBE;~~ and

(e) Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(f) ~~Present an annual written report to the Board of County Commissioners on the SBE Program.~~

K. Implementation of policy; monitoring of compliance.

In order to systematically augment a viable SBE component within the County's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

- 1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices to ~~implement~~ supporting the SBE program.
- 2) ~~Establish and strongly encourage the annual expenditure of up to fifteen (15) percent of the total competitive procurement monies with SBEs for materials, supplies, equipment services and construction~~ Encourage the use of SBE's in County contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.
- 3) ~~Formulate and establish a system~~ Manage and maintain the Information System or other automated interface with the County's Finance System to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.
- 4) ~~The purchasing manager shall annually~~ Provide an annual written report to the County Administrator detailing the contractual or procurement disbursements made to SBEs to the County Administrator for goods, services and construction. This information shall be made available to the Board of County Commissioners, as well as the public at large. The purchasing department shall be responsible for the accuracy of information provided.

Section 2. Severability.

That 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 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 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
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:

Approved as to form and legal
sufficiency.

By/Title: Kathal AEA
Date: 7/19/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6512

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 07/24/2014

Issue: 5:36 p.m. Public Hearing Establishing a Six-Month Moratorium on Permitting or Re-permitting of Borrow Pits

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing for consideration of an Ordinance establishing a six-month moratorium on permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities and other landfill facilities.

Recommendation: That the Board review the Ordinance placing a temporary moratorium on the permitting or re-permitting of borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities and other landfill facilities, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This hearing serves as the first of two required Public Hearings before the Board of County Commissioners.

BACKGROUND:

At its July 10, 2014 meeting, the Board approved setting the Public Hearing for consideration of adopting a temporary moratorium on the permitting or re-permitting of borrow pits, construction and demolition debris facilities, land clearance disposal facilities, and other landfills.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Ryan E. Ross drafted the proposed draft ordinance. The ordinance for the first Public Hearing was advertised in the *Pensacola News Journal* on July 12, 2014 and the second Public Hearing will be advertised in the *Pensacola News Journal* on August 9, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON PERMITTING OR RE-PERMITTING BORROW PITS, BORROW PIT RECLAMATION FACILITIES, CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES, AND LAND CLEARANCE DEBRIS FACILITIES; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County currently requires certain landfill (construction and demolition debris and land clearance disposal) and mining (borrow pit) operations to obtain County permits; and

WHEREAS, after receiving substantial public input, the Escambia County Board of County Commissioners believes that some permitted operations are not complying with County codes and regulations; and

WHEREAS, the Board finds that noncompliance with its permit requirements poses a serious health and safety threat to the public; and

WHEREAS, the Board further finds that a comprehensive review of its codes and regulations is an essential step towards developing, implementing, and enforcing more effective permitting requirements and towards better safeguarding the health and safety of the public; and

WHEREAS, the Board therefore concludes that a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearance disposal facilities, and any other landfill operations, is essential to the public health, safety, and welfare because it will allow the Board to require such operations to conform to an anticipated stronger permitting

process.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY

COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Chapter 42, Article VIII, Section 42-326 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 42-326. Borrow Pits and Reclamation Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that permitting or re-permitting borrow pits and borrow pit reclamation facilities shall temporarily cease immediately upon the effective date of this ordinance, for the period set forth in subsection C.
2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any borrow pits or borrow pit reclamation facilities, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.
3. The expiration date for any lawful, active permit or development order for a borrow pit or borrow pit reclamation facility that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.

C. Duration of Moratorium. This moratorium imposed by this ordinance shall automatically expire on January 24, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

Section 2. Chapter 82, Article V, Division 3, Section 82-229 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 42-326. CDD and LCD Permit Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that permitting or re-permitting CDD and LCD facilities, or any other landfill operations, as defined by this Division, shall temporarily cease immediately upon the effective date of this ordinance, for the period set forth in subsection C.
2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any CDD or LCD facilities, or any other landfill operations, as defined by this Division, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.
3. The expiration date for any lawful, active permit or development order for a CDD facility, LCD facility, or any other landfill operation that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.

C. Duration of Moratorium. This moratorium imposed by this ordinance shall automatically expire on January 24, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

Section 3. Severability.

It is declared the intent of the Board of County Commissioners that any subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions 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 part of the Escambia County Code; and that the sections of this ordinances 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 intention.

Section 5. Effective Date.

This ordinance shall become effective upon its 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 of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: 
Title: ASSISTANT COUNTY ATTORNEY
Date: JULY 15, 2014

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:



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-6452

Clerk & Comptroller's Report 15. 1.

BCC Regular Meeting

Consent

Meeting Date: 07/24/2014

Issue: TDT Collection Data for May 2014 Returns Received in June 2014

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for May 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 May 2014 returns received in the month of June 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2014; total collections for the May 2014 returns was \$905,903.98; this is a 12.88% increase over the May 2013 returns; total collections year to date are 4.71% more than the comparable time frame in Fiscal Year 2013.

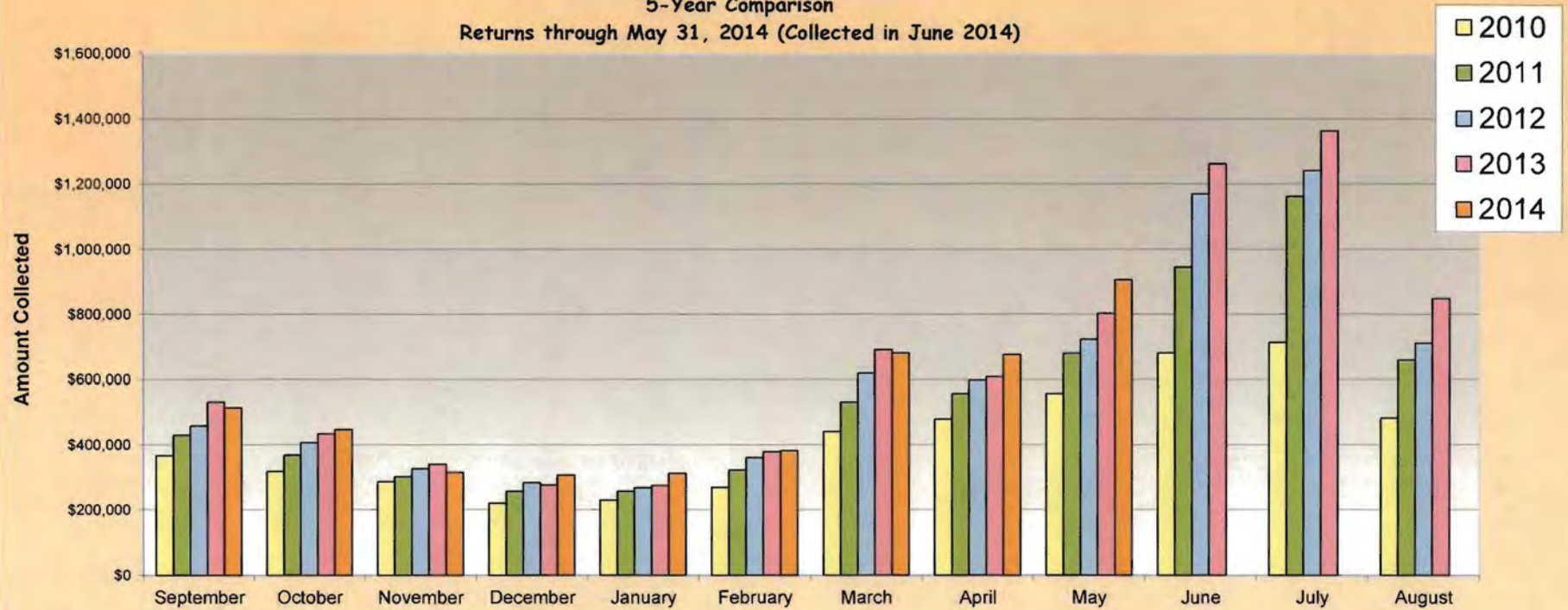
Attachments

May 2014 Returns Collected in June 2014

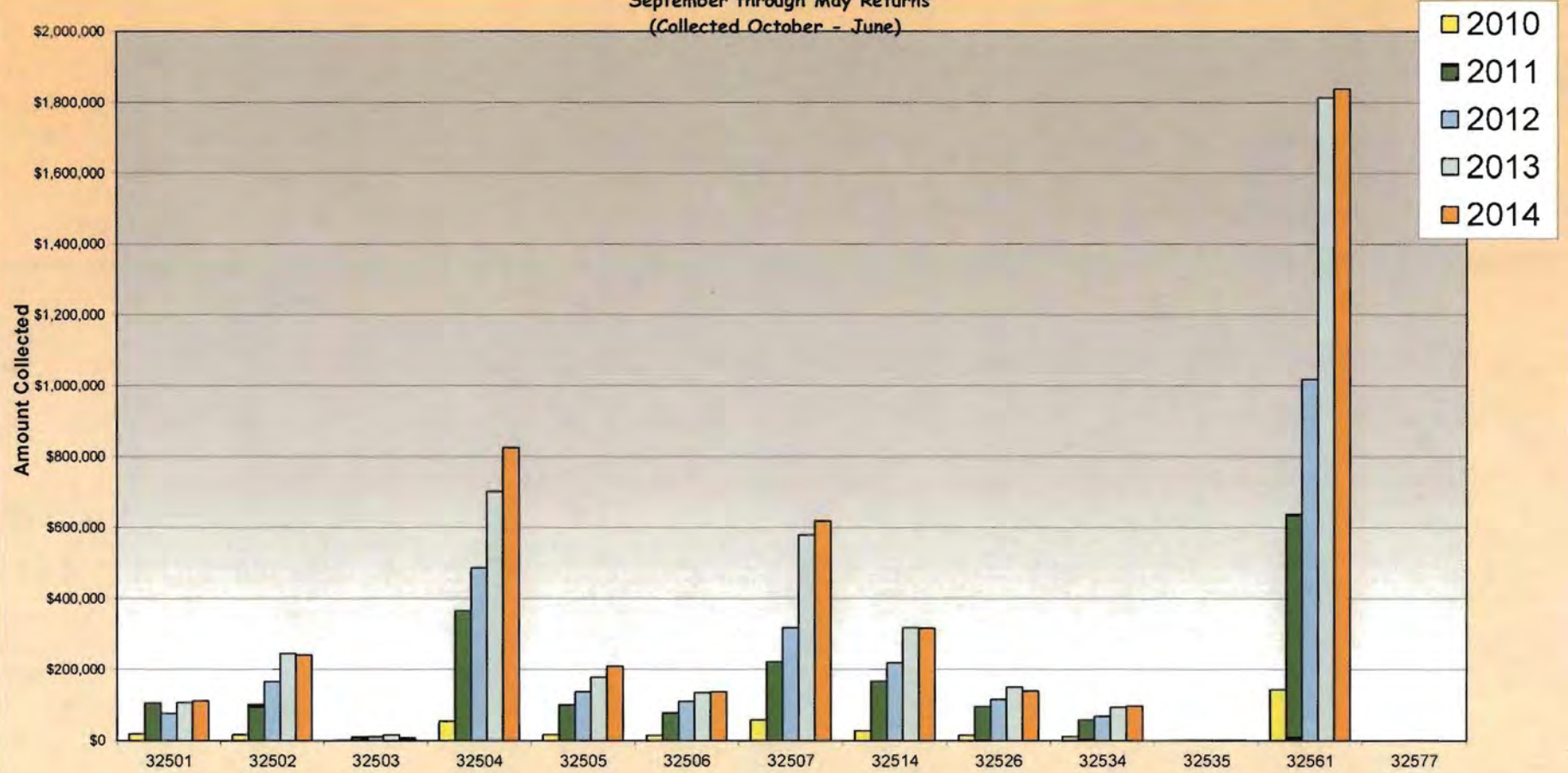
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JUNE 2014

Zip Code	Fiscal Year 2014	Fiscal Year 2013	Difference	% Change
	YTD Collected	YTD Collected		
32501	110,059	106,267	3,792	4%
32502	241,047	244,401	(3,354)	-1%
32503	5,847	14,222	(8,375)	-59%
32504	825,322	702,327	122,995	18%
32505	208,736	177,578	31,158	18%
32506	136,637	134,247	2,390	2%
32507	618,772	579,372	39,400	7%
32514	316,727	317,817	(1,090)	0%
32526	139,155	150,175	(11,020)	-7%
32534	96,366	93,261	3,105	3%
32535	1,627	1,167	460	39%
32561	1,838,477	1,813,748	24,729	1%
32562	-	-	-	0%
32577	-	86	(86)	0%
Total	\$ 4,538,772	\$ 4,334,668	\$ 204,104	5%

Tourist Development Tax Collections
5-Year Comparison
Returns through May 31, 2014 (Collected in June 2014)



Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 September through May Returns
 (Collected October - June)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2010 - FY 2014**

Returns through May 31, 2014 (Collected in June 2014)



**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF JUNE 30, 2014**

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	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%
06/14	16,539	2%	46,177	5%	1,609	0%	141,447	16%	31,553	3%
Total	\$ 110,059	2%	\$ 241,047	5%	\$ 5,847	0%	\$ 825,322	18%	\$ 208,736	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,703	8%	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	8%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,817	3%	12,711	2%
06/14	22,183	2%	138,352	15%	53,756	6%	21,892	2%	16,360	2%
Total	\$ 136,637	3%	\$ 618,772	14%	\$ 316,727	7%	\$ 139,155	3%	\$ 96,366	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Mojino Area	% 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%
06/14	465	0%	415,572	46%	-	0%	-	0%	905,904	100%
Total	\$ 1,627	0%	\$ 1,838,477	41%	\$ -	0%	\$ -	0%	4,538,772	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,844	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
Total	\$ 106,267	2%	\$ 244,401	6%	\$ 14,222	0%	\$ 702,327	16%	\$ 177,578	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,603	15%	45,793	6%	26,084	3%	11,175	1%
Total	\$ 134,247	3%	\$ 579,372	13%	\$ 317,817	7%	\$ 150,175	3%	\$ 93,261	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,605	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%
06/13	162	0%	383,178	48%	-	0%	-	0%	802,569	100%
Total	\$ 1,167	0%	\$ 1,813,748	42%	\$ -	0%	\$ 86	0%	\$ 4,334,668	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
JUN	MAY	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428
TOTAL		\$2,127,475	\$2,369,034	\$2,286,027	\$2,427,327	\$2,278,786	\$2,372,325	\$2,776,364	\$3,029,694	\$3,251,002	\$3,404,079

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	75,467	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
JUN	MAY	96,838	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476
TOTAL		\$702,728	\$783,969	\$762,009	\$809,109	\$759,595	\$790,775	\$925,455	\$1,009,898	\$1,083,667	\$1,134,693



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-6505

Clerk & Comptroller's Report 15. 2.

BCC Regular Meeting

Consent

Meeting Date: 07/24/2014

Issue: June 2014 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of June 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2014, as required by Ordinance Number 95-13; on June 30, 2014, the portfolio market value was \$251,981,843 and portfolio earnings totaled \$102,630 for the month and \$1,583,643 year-to-date; the short-term portfolio yield was 0.18%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of -0.06%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of -0.10%.

Attachments

June 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
June 30, 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
June 30, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	May 31, 2014	June 30, 2014
Bank Accounts	\$ 28,636,692	\$ 30,507,405
Money Market Accounts	44,899,391	59,909,043
State Board of Administration	25,193,631	25,196,993
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	20,480,917	4,407,995
U.S. Treasury Bond/Notes	51,783,268	63,630,322
Federal Agency Bond/Note	32,657,798	32,588,456
Municipal Bonds	2,559,544	2,555,216
Corporate Notes	19,041,270	18,193,592
Commercial Paper	-	4,992,821
Total Portfolio Assets:	\$ 235,252,511	\$ 251,981,843
Current Month Earnings:	\$ 95,638	\$ 102,630
Fiscal Year to Date Earnings:	\$ 1,465,327	\$ 1,583,643

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	May 31, 2014	June 30, 2014
Market Value	\$ 108,729,715	\$ 125,613,441
Month End Yield		
Short Term Portfolio Yield:	0.17%	0.18%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.11%	0.09%
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	44 Days
Fiscal YTD Earnings:	\$ 104,091	\$ 134,416
LONG TERM CORE PORTFOLIO:	May 31, 2014	June 30, 2014
Market Value	\$ 126,522,796	\$ 126,368,401
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	0.87%	0.80%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.35%	0.42%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.68%	0.77%
Monthly Total Return Performance		
CORE Portfolio	0.38%	-0.06%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.17%	-0.04%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.35%	-0.10%
Effective Duration (Years)		
CORE Portfolio	2.39	2.26
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.83	1.85
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.62	2.66
Fiscal YTD Earnings:	\$ 1,361,236	\$ 1,449,227



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
June 30, 2014**

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.18%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.09%

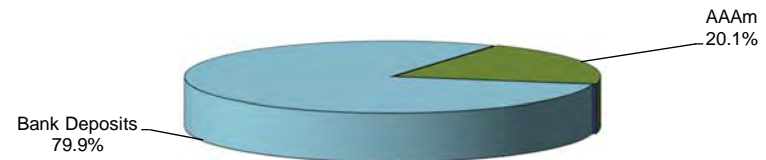
Earnings

Current Month Earnings:	\$ 14,657
Year-to-Date Earnings:	\$ 134,416

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
Bank of America Checking Account	\$ 30,507,405	24.3%
Money Market Accounts	59,909,043	47.7%
Certificates of Deposit	10,000,000	8.0%
State Board of Administration	25,196,993	20.1%
Total Short Term Portfolio Assets:	\$ 125,613,441	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	0.80%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.42%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.77%

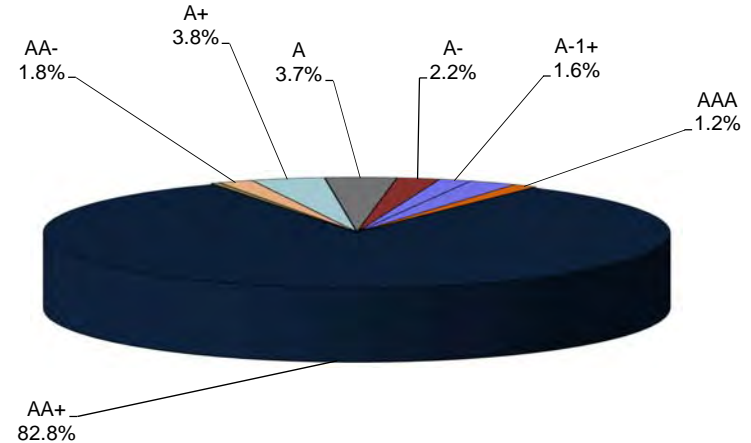
Earnings

Current Month Earnings:	\$ 87,973
Year-to-Date Earnings:	\$ 1,449,227

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

<u>Investment Type</u>	<u>Market Value</u>	<u>Percent Allocation</u>
U.S. Treasury Bond / Note	\$ 63,630,322	50.4%
Federal Agency Bond / Note	32,588,456	25.8%
Municipal Obligations	2,555,216	2.0%
Corporate Note	18,193,592	14.4%
Commercial Paper	4,992,821	4.0%
Money Market Mutual Fund - Federated Government	4,407,995	3.5%
Total Long Term Core Portfolio Assets:	\$ 126,368,401	100.0%

Long Term Core Portfolio Credit Quality





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
June 30, 2014

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 25,196,993	10.0%	25%	Yes
United States Treasury Securities	63,630,322	25.3%	100%	Yes
Federal Instrumentalities	32,588,456	12.9%	100%	Yes
Certificates of Deposit	10,000,000	4.0%	20%	Yes
Savings Accounts	59,909,043	23.8%	100%	Yes
Commercial Paper	4,992,821	2.0%	25%	Yes
Corporate Notes	18,193,592	7.2%	20%	Yes
State and/or Local Government Debt	2,555,216	1.0%	25%	Yes
Bank Accounts - Bank of America	30,507,405	12.1%	100%	Yes
Money Market Mutual Fund	4,407,995	1.7%	50%	Yes
Total Investment Holdings	\$ 251,981,843	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 25,196,993	10.0%	25%	Yes
United States Treasury Securities	63,630,322	25.3%	100%	Yes
Federal Home Loan Bank (FHLB)	5,278,110	2.1%	25%	Yes
Federal National Mortgage Association (FNMA)	20,853,927	8.3%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	6,456,418	2.6%	25%	Yes
Branch Banking and Trust Money Market Account	4,792,935	1.9%	10%	Yes
Hancock Bank Money Market Account	17,509,487	6.9%	10%	Yes
Summit Bank Money Market Account	17,511,395	6.9%	10%	Yes
Servisfirst Money Market Account	20,095,226	8.0%	10%	Yes
Centennial Bank Certificate of Deposit	10,000,000	4.0%	10%	Yes
American Honda Finance	905,292	0.4%	5%	Yes
Apple Inc. Corporate Notes	728,447	0.3%	5%	Yes
Bank of New York Mellon Corporate Notes	751,485	0.3%	5%	Yes
Caterpillar Corporate Notes	700,752	0.3%	5%	Yes
Coca-Cola Company	579,472	0.2%	5%	Yes
General Electric Corporate Notes	4,041,759	1.6%	5%	Yes
John Deere Corporate Notes	773,730	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	3,012,468	1.2%	5%	Yes
Pepsico, Inc.	2,674,024	1.1%	5%	Yes
Toyota Corporate Notes	1,106,059	0.4%	5%	Yes
Wells Fargo & Company Corporate Notes	2,920,104	1.2%	5%	Yes
Michigan State Municipal Bond	1,046,126	0.4%	10%	Yes
Calleguas Water District, CA REV Bond	1,509,090	0.6%	10%	Yes
Bank of Tokyo Commercial Paper	998,818	0.4%	10%	Yes
Coca-Cola Co. Commercial Paper	1,996,978	0.8%	10%	Yes
Sumitomo TR & Banking Commercial Paper	998,750	0.4%	10%	Yes
Toyota Motor Credit Commercial Paper	998,275	0.4%	10%	Yes
Money Market Mutual Fund - Institutional Government	4,407,995	1.7%	25%	Yes
Bank Accounts - Bank of America	30,507,405	12.1%	100%	Yes
Total Investment Holdings	\$ 251,981,843	100.0%		



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-6448

Clerk & Comptroller's Report 15.3.

BCC Regular Meeting

Consent

Meeting Date: 07/24/2014

Issue: Mintues and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 10, 2014; and
- B. Approve the Minutes of the Regular Board Meeting held July 10, 2014.

Attachments

20140710 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 10, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 10:52 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Commissioner Wilson B. Robertson, District 1
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, 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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., July 10, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter and County Attorney Rogers reviewed the agenda cover sheet, with comments from Sandra "Sam" Slay, Horace Jones, and Heath Jenkins;
 - 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 reviewed the County Administrator's Report, with comments from Colby Brown, Sean Hamilton (Florida Department of Environmental Protection), and Thomas "Tom" Turner; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6419

Growth Management Report 15. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/24/2014

Issue: 5:45 p.m. - Funeral Establishments, Cemeteries, Cinerators and Related Services

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, 7, and 11

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Article 3, Section 3.02.00 by adding and amending definitions for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 6 by establishing locational criteria for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 7 by providing Conditional Use and Performance Standards for location of Direct Disposal Establishments and Funeral Establishments with Cinerators. Amending Article 11 by authorizing certain funeral establishments, cemeteries, cinerators and related consumer services in the Airfield Influence Planning Districts.

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 June 3, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

Staff was directed to present to the Planning Board an ordinance addressing definitions, zoning locational criteria for activities related to funeral establishments, cemeteries, cinerators and related consumer services.

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

Attachment A (Art. 3)

Attachment B (Art. 6)

Attachment C (Art. 11)

Attachment D (Art. 7)

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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 3, SECTION 3.02.00 BY ADDING AND AMENDING DEFINITIONS FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 6 BY ESTABLISHING LOCATIONAL CRITERIA FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 11 BY AUTHORIZING CERTAIN FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES IN THE AIRFIELD INFLUENCE PLANNING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

18 **WHEREAS**, through its Land Development Code, the Escambia County
19 Board of County Commissioners has authorized permitted and subordinate
20 activities and land uses in specified zoning districts; and

21
22 **WHEREAS**, the Board finds that the regulation and safe operation of funeral
23 establishments, cemeteries, cinerators and other related consumer services as uses
24 under its Land Development Code is reasonable and advances the public health, safety,
25 and welfare; and

26
27 **WHEREAS**, the Board further finds that imposing certain restrictions on such
28 uses would protect the public health, safety, welfare from any deleterious effects on
29 neighboring properties that may stem from these uses.

30
31 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**
32 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

33
34 **SECTION 1. RECITALS.**

35 The aforementioned recitals are hereby incorporated into this ordinance as the
36 legislative findings of the Escambia County Board of County Commissioners.

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SECTION 2. DEFINITIONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, parts of Articles 3, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment A.**

SECTION 3. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment B.**

SECTION 4. AIRPORT/AIRFIELD ENVIRONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 11, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment C.**

SECTION 5. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment D.**

SECTION 6. 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 7. 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

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

3

4 **SECTION 8. EFFECTIVE DATE.**

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

6

7 **DONE AND ENACTED** this _____ day of _____, 2014.

8

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

11

12 **By:** _____
13 **Lumon J. May, Chairman**

14

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

17

18 **By:** _____
19 **Deputy Clerk**

20 **(SEAL)**

21

22 **ENACTED:**

23

24 **FILED WITH THE DEPARTMENT OF STATE:**

25

26 **EFFECTIVE DATE:**

27

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 3, SECTION 3.02.00 BY ADDING AND AMENDING DEFINITIONS FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 6 BY ESTABLISHING LOCATIONAL CRITERIA FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 11 BY AUTHORIZING CERTAIN FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES IN THE AIRFIELD INFLUENCE PLANNING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has authorized permitted and subordinate activities and land uses in specified zoning districts; and

WHEREAS, the Board finds that the regulation and safe operation of funeral establishments, cemeteries, cinerators and other related consumer services as uses under its Land Development Code is reasonable and advances the public health, safety, and welfare; and

WHEREAS, the Board further finds that imposing certain restrictions on such uses would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from these uses.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.

SECTION 2. DEFINITIONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, parts of Articles 3, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment A.**

SECTION 3. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment B.**

SECTION 4. AIRPORT/AIRFIELD ENVIRONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 11, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment C.**

SECTION 5. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment D.**

SECTION 6. 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 7. 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 8. 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:

1 **Article 3. DEFINITIONS**

2 **3.02.00. Terms defined.**

3 ~~*Cemetery.* Land used or dedicated to the interment of the deceased. May include a burial park~~
4 ~~for earth interments, a crematorium and columbarium for cinerary interments, a mausoleum for~~
5 ~~vault or crypt interments, or a combination thereof, and necessary sales and maintenance~~
6 ~~facilities. Mortuaries may be included when operated within the boundary of such cemetery and~~
7 ~~if allowed in the same zoning district as the cemetery.~~

8 *Cemetery.* Means a place dedicated to and used or intended to be used for the permanent
9 interment of human remains or cremated remains. A cemetery may contain land or earth
10 interment; mausoleum, vault, or crypt interment; a columbarium, ossuary, scattering garden, or
11 other structure or place used or intended to be used for the interment or disposition of cremated
12 remains; or any combination of one or more of such structures or places.

13
14 *Cinerator.* Means a facility where dead human remains are subjected to cremation.

15
16 *Columbarium.* Means a structure or building that is substantially exposed above the ground and
17 that is intended to be used for the inurnment of cremated remains.

18
19 *Cremation.* Means any mechanical or thermal process whereby a dead human body is reduced
20 to ashes and bone fragments. Cremation also includes any other mechanical or thermal process
21 whereby human remains are pulverized, burned, re Cremated, or otherwise further reduced in
22 size or quantity.

23
24 *Direct disposition.* Means the cremation of human remains without preparation of the human
25 remains by embalming and without any attendant services or rites such as funeral or graveside
26 services or the making of arrangements for such final disposition.

27
28 *Direct disposal establishment.* Means a licensed facility where a direct disposer practices direct
29 disposition.

30
31 *Funeral establishment.* Means a facility licensed under F. S. chapter 497, where a funeral
32 director or embalmer practices funeral directing or embalming.

33
34 *Mausoleum.* Means a structure or building that is substantially exposed above the ground and
35 that is intended to be used for the entombment of human remains.

36

1 **Article 6. ZONING DISTRICTS.**

2 **6.05.00. District regulations.**

3
4 *6.05.01. AG agricultural district, low density.*

5
6 *A. Intent and purpose of district.* This district is intended to identify those areas used
7 primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of
8 this district is to provide for the continuation and expansion of viable agricultural activities
9 within the county by providing for compatibility among permitted uses and by preserving
10 open spaces through low district-wide residential densities. The maximum density is 1.5
11 acres per dwelling unit. Refer to article 11 for uses, heights and densities allowed in AG -
12 agricultural areas located in the Airport/Airfield Environs.

13 *B. Permitted uses.*

- 14
15 1. Agricultural, farm animals and agricultural-related activities and customary accessory
16 buildings.
17 2. Silviculture.
18 3. Mariculture and aquaculture.
19 4. Single-family residences.
20 5. Campground and recreational vehicle parks.
21 6. Public utility.
22 7. Stables, private and public.
23 8. Animal hospitals, clinics and kennels. 9. Display and sale of fruit, vegetables and
24 similar agricultural products.
25 10. Mobile homes as a single-family dwelling, subject to the other relevant provisions of
26 this Code.
27 11. Places of worship.
28 12. Educational facilities.
29 13. Clubs and lodges.
30 14. Guest residences.
31 15. Public utility and service structures not included in subparts C. or D., below.
32 16. Feed and farm equipment stores.
33 17. Other rural area related commercial uses meeting the locational requirements of
34 Comprehensive Plan Policy FLU 1.1.10.
35 18. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
36 accessory buildings.
37 19. Commercial communication towers 150 feet or less in height.
38 20. Family day care homes and family foster homes.
39 21. Borrow pits and reclamation activities thereof (subject to local permit and
40 development review requirements per Escambia County Code of Ordinances, Part I,
41 Chapter 42, article VIII, and performance standards in Part III, the Land Development
42 Code, article 7).
43 [22. Reserved]
44 23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.
45 24. Public parks and recreation facilities
46 25. Cemeteries, family cemeteries, funeral establishments.
47

1 C. *Prohibited uses.*

- 2
3 1. Multifamily dwellings.
4 2. Landfills.

5
6 D. *Conditional uses.*

- 7
8 1. Public buildings for general administrative, executive or studio functions, or for general
9 warehousing or maintenance operations.
10 2. Wastewater treatment facilities, electric power generation facilities or substations, and
11 solid waste transfer stations or collection points and/or processing facilities.
12 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in
13 height.
14 4. Hospitals, nursing homes and similar uses, except in the Coastal High Hazard Area
15 (CHHA) future land use categories.
16 5. The raising of exotic animals and birds.
17 6. Junkyards, salvage yards, and waste tire processing facilities.
18 7. Two-family dwellings.
19 8. Clinics.
20 9. Cinerators, cremation services, direct disposal establishments.

21
22 E. *Site and building requirements.*

- 23 1. *Lot area, minimum.*
24 a. Single-family residence. One and one-half acres (65,340 square feet),
25 however, any deed or gift of any parcel of land given without valuable
26 consideration to any member of the donor's immediate family shall be exempted
27 from the minimum lot area requirements. The deeding option shall be limited to
28 one time only for each immediate family member.
29 b. Public utility uses, animal hospitals, churches and schools shall be exempted
30 from the minimum lot area requirement.
31 c. Animal clinics and kennels or other boarding facilities--Two acres minimum.
32 d. Cemeteries—Two acres minimum.

33
34 6.05.02. *RR rural residential district (cumulative), low density.*

35
36 A. *Intent and purpose of district.* This district is intended to be a single-family residential area
37 of low density in a semi-rural or rural environment. This district is intended to provide a
38 transition from urban to rural densities and agricultural uses. The maximum density is
39 two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in
40 RR - rural residential areas located in the Airport/Airfield Environs.

41
42 B. *Permitted uses.*

- 43 1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
44 permit and development review requirements per Escambia County Code of

Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

- 1. Public riding stables.
- 2. Kennels.
- 3. Animal hospitals and veterinary clinics.
- 4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
- 5. Home occupations with employees.
- 6. Country clubs, golf courses and tennis clubs.
- 7. Any conditional use permitted in the preceding district, except antenna towers, cinerators, cremation services, and direct disposal establishments.
- 8. Guest residence for medical care.
- 9. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 10. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

- 1. Any use prohibited in the AG district.
- 2. Commercial communication towers.
- 3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

- 1. *Lot area, minimum.*
- Single-family dwelling . . . 1/2 acre
- Horses and private stables . . . 2 acres
- Campgrounds . . . 5 acres
- Place of worship . . . 1 acre
- Educational facilities . . . 1 acre
- Kennels . . . 2 acres
- Keeping of farm animals . . . 2 acres
- Cemeteries... 2 acres

6.05.03. AMU-1 airfield mixed use-1 district (noncumulative).

A. *Intent and purpose of district.* The airfield mixed-use-1 district allows a compatible mix of certain types of commercial uses and single-family residential uses within the airfield influence planning district-1 (AIPD-1). The intent is to give a commercial option to property owners without the accompanying high residential densities allowed in the cumulative commercial districts. Buffering and landscaping/site requirements are more stringent than normal to protect residential uses from possible negative impacts if near commercial

development. Additionally, the type of commercial use is limited to correspond to military recommendations and article 11 requirements. All commercial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and article 7. While the intent is for this zoning district to apply primarily to the AIPD-1 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category with a maximum density of three d.u./acre. Maximum density is commensurate with the density specified in the accident potential zone (APZ) or AIPD area in which the site is located. (See adopted maps.)

All lots of record as of August 21, 2001, are allowed one single-family residence regardless of density limitations.

The following densities shall apply in airfield mixed use-1:

1. *NAS Pensacola*

TABLE INSET:

a.	CZ (Clear Zone)	0 d.u./acre
b.	AIPD-1 Area A" "	0 d.u./acre
c.	APZ-1 (NASP)	0 d.u./acre (off the end of the runway)
d.	APZ-1 (All others)	1 d.u./2.5 acres
e.	APZ-2 (NASP)	2 d.u./acre (off the end of the runway)
f.	APZ-2 (All others)	3 d.u./acre
g.	AIPD-1 Area B" "	3 d.u./acre

2. *NOLF Saufley*

TABLE INSET:

a.	Clear Zones (CZ)	0 d.u./acre
b.	APZ-1	1 d.u./2.5 acres
c.	APZ-2	3 d.u./acre
d.	AIPD-1 Area B" "	3 d.u./acre

TABLE INSET:

a	AIPD-1 Area B" "	3 d.u./acre
---	------------------	-------------

B. *Permitted uses.*

1. Single-family residential house.
2. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions of this Code. No mobile home parks allowed.

1 3. The growing of vegetables or other food crops for personal consumption by the
2 residents (in all APZ areas plus Area "A" and Area "B").

3 4. Automobile service stations (no outside storage, minor repair only) (floor area ratio
4 (FAR) 0.14 in APZ-1 and 0.28 in APZ-2).

5 5. Bicycle sales and mechanical services (no outside storage) (FAR 0.11 in APZ-1 and
6 0.22 in APZ-2).

7 6. Appliance repair shops (no outside storage or work permitted) (FAR 0.11 in APZ-1
8 and 0.22 in APZ-2).

9 7. Contract construction services (FAR 0.11 in APZ-1 and 0.22 in APZ-2).

10 8. Public utility and service structures (APZ-1, APZ-2 and Area "B").

11 9. Professional offices as listed are allowed in APZ-2 and Area "B" only (FAR 0.22): a.
12 Architects, engineers, lawyers. b. Tax consultants, accountants. c. Real estate,
13 insurance offices and finance. 10. Neighborhood retail sales and services listed below, in
14 APZ-2. Gross floor area of building not to exceed 6,000 square feet. No permanent
15 outside storage allowed (FAR 0.22).

16 a. Food and drugstores (FAR 0.24).

17 b. Personal service shops (FAR 0.22).

18 c. Clothing and dry goods store (FAR 0.28).

19 d. Specialty shops (FAR 0.22).

20 e. Bakeries whose products are made and sold at retail on the premises (FAR
21 0.24).

22 f. Florists shops provided that products are displayed and sold wholly within an
23 enclosed building (FAR 0.22).

24 g. Small shopping centers 65,000 square feet or less (FAR 0.22).

25 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
26 permit and development review requirements per Escambia County Code of
27 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
28 Land Development Code, article 7).

29 12. Family cemeteries.

30 *6.05.05. R-1 single-family district, low density.*

31 *A. Intent and purpose of district.* This district is intended to be a single-family residential
32 area with large lots and low population density. The maximum density is four dwelling

1 units per acre. Refer to article 11 for uses and densities allowed in R-1, single-family
 2 areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs,
 3 Zones, and Surfaces remain subject to the height definitions, height restrictions, and
 4 methods of height calculation set forth in article 11. Refer to the overlay districts within
 5 section 6.07.00 for additional regulations imposed on individual parcels with R-1 zoning
 6 located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment
 7 Area Overlay District.

8 *B. Permitted uses.*

- 9 1. Single-family detached dwellings and their customary accessory structures and
- 10 uses. 2. The growing of vegetables or other food crops is permitted as long as the
- 11 primary purpose for such activity is to provide for personal consumption by the
- 12 residents. The raising of crops or other plants for commercial purposes is prohibited.
- 13 3. Public utility.
- 14 4. Marina (private).
- 15 5. Residential dock or pier.
- 16 6. Family day care homes and family foster homes.
- 17 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to
- 18 local permit and development review requirements per Escambia County Code of
- 19 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 20 Land Development Code, article 7).

21 8. Family cemeteries.

22 *6.05.12. R-5 urban residential/limited office district, (cumulative) high density.*

23 *A. Intent and purpose of district.* This district is intended to provide for high density urban
 24 residential uses and compatible professional office development, and designed to
 25 encourage the establishment and maintenance of a suitable higher density residential
 26 environment and low intensity services. These uses form a transition area between
 27 lower density residential and commercial development. Maximum density is 20 dwelling
 28 units per acre except in the low density residential (LDR) future land use category where
 29 the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights
 30 and densities allowed in R-5, urban residential/limited office areas located in the
 31 Airport/Airfield Environs.

32
 33 *B. Permitted uses.*

- 34 1. Any permitted uses in the R-4 district.
- 35 2. Professional offices including, but not limited to, those of architects, engineers,
- 36 lawyers, tax consultants, accountants and medical and dental clinics, real estate and
- 37 insurance offices.
- 38 3. Mobile homes as single-family residences.
- 39 4. Public utility and service structures.
- 40 5. Other uses which are similar or compatible to the uses permitted herein that would
- 41 promote the intent and purposes of this district. Determination on other permitted
- 42 uses shall be made by the planning board (LPA).

1
2 C. *Prohibited uses.* Any business which displays merchandise to be sold on the
3 premises unless such business is part of a multistory, or multiunit, predominately
4 residential project or accessory to the office use.

5
6 D. *Conditional uses.*

- 7 1. Any conditional uses allowed in the preceding districts.
- 8 2. Cemeteries, ~~mausoleums and crematoriums.~~
- 9 3. Enclosed animal hospitals and veterinary clinics.
- 10 4. Mobile home subdivisions and parks.
- 11 5. Private clubs and lodges.
- 12 6. Funeral establishments.
- 13 7. Cinerators, cremation services, direct disposal establishments.

14
15 6.05.14. *C-1 retail commercial district (cumulative).*

16 A. *Intent and purpose of district.* This district is composed of lands and structures used
17 primarily to provide for the retailing of commodities and the furnishing of selected services.
18 The district provides for various commercial operations where all such operations are within
19 the confines of the building and do not produce undesirable effects on nearby property. New
20 residential uses located in a commercial FLU category are only permitted as part of a
21 predominantly commercial development in accordance with Policy FLU 1.3.1 of the
22 Comprehensive Plan. The maximum density for residential uses is 25 dwelling units per
23 acre, except in the Low Density Residential (LDR) future land use category where the
24 maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and
25 densities allowed in C-1, retail commercial areas located in the Airport/Airfield Environs.
26 Refer to the overlay districts within section 6.07.00 for additional regulations imposed on
27 individual parcels with C-1 zoning located in the C-3(OL) Warrington Commercial Overlay
28 District, Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T"
29 Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay
30 District.

31 All retail commercial (C-1) development, redevelopment, or expansion must be consistent
32 with the locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and in article 7.
33

34 B. *Permitted uses.*

- 35 36 1. Any use permitted in the R-6 district.
- 37 37 2. Places of worship, educational institutions or facilities.
- 38 38 3. Personal service establishments such as, but not limited to, banks, beauty parlors,
39 39 medical and dental clinics, restaurants including on-premises consumption of alcohol,
40 40 financial institutions, professional and other offices, parking garages and lots, laundry
41 41 and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning
42 42 establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data
43 43 processing.

- 1 4. Retail business including, but not limited to: drug, package, hardware stores, book,
- 2 stationery, china and luggage shops, newsstands, florists, photographic supplies and
- 3 studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
- 4 5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the
- 5 tract of land on which they are located are in excess of 200 feet from any R-1 or R-2
- 6 districts unless separated from such district by a three lane road (or larger) or a
- 7 minimum 60-foot right-of-way. 6. Automobile repair shops for ignition, fuel, brake and
- 8 suspension systems or similar uses.
- 9 7. Automobile service stations including minor auto repairs.
- 10 8. Automobile washing facility.
- 11 9. Hotels and motels.
- 12 10. Off-premises signs, billboards and other sign structures erected, located and
- 13 maintained as provided for in article 8 of this Code.
- 14 11. Grocery, produce, meat and convenience stores, including the incidental sale of
- 15 gasoline.
- 16 12. Health and fitness clubs.
- 17 13. Hospitals.
- 18 14. Printing, bookbinding, lithography and publishing companies.
- 19 15. Interior decorating, home furnishing, and furniture stores.
- 20 16. Music conservatory, dancing schools and art studios.
- 21 17. Music, radio and television shops.
- 22 18. ~~Mortuary and funeral establishments, homes.~~
- 23 19. Dry cleaning establishments provided that equipment used emits no smoke or
- 24 escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene,
- 25 trichloroethylene, etc.)
- 26 20. Indoor movie theaters.
- 27 21. Enclosed animal hospitals and veterinary clinics.
- 28 22. Campgrounds.
- 29 23. Secondhand stores and used clothing deposit box when such boxes are operated
- 30 (placed) by charitable organizations.
- 31 24. Wholesale warehousing (if less than 10,000 square feet).
- 32 25. Mini-warehouses. No ancillary truck rental service or facility allowed without
- 33 conditional use approval.
- 34 26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities
- 35 are enclosed within a soundproof building.
- 36 27. Recreational and commercial marinas.
- 37 28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent
- 38 to the garden shop or nursery.
- 39 29. Antique shops, pawn shops.
- 40 30. Commercial communication towers 150 feet or less in height.
- 41 31. Arcade amusement centers and bingo facilities.
- 42 32. Family cemeteries.
- 43 33. Cemeteries.

1 324. Other uses which are similar or compatible to the uses permitted herein that would
2 promote the intent and purposes of this district. Determination on other permitted uses
3 shall be made by the planning board (LPA).
4

5 6.05.16. C-2 General commercial and light manufacturing district (cumulative).

6 A. *Intent and purpose of district.* This district is composed of certain land and structures
7 used to provide for the wholesaling and retailing of commodities and the furnishing of
8 several major services and selected trade shops. The district also provides for operations
9 entailing manufacturing, fabrication and assembly operations where all such operations are
10 within the confines of the building and do not produce excessive noise, vibration, dust,
11 smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being
12 provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area
13 larger than that of the C-1 retail commercial district, is intended to serve a considerably
14 greater population, and offers a wider range of services. New residential uses located in a
15 Commercial FLU category are only permitted as part of a predominantly commercial
16 development in accordance with Comprehensive Plan Policy FLU 1.3.1. The maximum
17 density for residential uses is 25 dwelling units per acre, except in the Low Density
18 Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to
19 article 11 for uses, heights and densities allowed in C-2, general commercial and light
20 manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts
21 within section 6.07.00 for additional regulations imposed on individual parcels with C-2
22 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL)
23 Brownsville-Mobile Highway and "T" Street Commercial Overlay District.
24

25 All general commercial and light manufacturing (C-2) development, redevelopment, or
26 expansion must be consistent with the locational criteria in the Comprehensive Plan (policy
27 FLU 1.1.10) and in article 7.
28

29 B. *Permitted uses.*

- 30 1. Any use permitted in the C-1 district.
- 31 2. Amusement and commercial recreational facilities such as, but not limited to,
32 amusements parks, shooting galleries, miniature golf courses, golf driving ranges,
33 baseball batting ranges and trampoline centers.
- 34 3. Carnival-type amusements when located more than 500 feet from any residential
35 district.
- 36 4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
- 37 5. New and used car sales, mobile home and motorcycle sales and mechanical services.
38 No intrusions are permitted on the public right-of-way (see section 6.04.09).
- 39 6. Automobile rental agencies. No intrusions are permitted on the public right-of-way
40 (see section 6.04.09).
- 41 7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the
42 public right-of-way (see section 6.04.09).
- 43 8. Automobile repairs, including body work and painting services.

- 1 9. Radio broadcasting and telecasting stations, studios and offices with on-site towers
- 2 150 feet or less in height. See section 7.18.00 for performance standards.
- 3 10. Commercial food freezers and commercial bakeries.
- 4 11. Building trades or construction office and warehouses with outside on-site storage.
- 5 12. Marinas, all types including industrial.
- 6 13. Cabinet shop.
- 7 14. Manufacturing, fabrication and assembly type operations which are contained and
- 8 enclosed within the confines of a building and do not produce excessive noise, vibration,
- 9 dust, smoke, fumes or excessive glare.
- 10 15. Commercial communication towers 150 feet or less in height.
- 11 16. Taxicab companies.
- 12 17. Bars and nightclubs.
- 13 18. Boat sales and service facilities.
- 14 19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair,
- 15 overhaul or salvage activity permitted. Storage facility must be maintained to avoid
- 16 nuisance conditions as defined in section 7.07.06.)
- 17 20. Adult entertainment uses subject to the locational criteria listed below (See
- 18 Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions
- 19 and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and
- 20 Indecency"). However, these C-2 type uses are not permitted in the Gateway Business
- 21 Districts.
- 22 a. Adult entertainment uses must meet the minimum distances as specified in the
- 23 following locational criteria:
- 24 (1) One thousand feet from a preexisting adult entertainment establishment;
- 25 (2) Three hundred feet from a preexisting commercial establishment that in
- 26 any manner sells or dispenses alcohol for on-premises consumption;
- 27 (3) One thousand feet from a preexisting place of worship;
- 28 (4) One thousand feet from a preexisting educational institution;
- 29 (5) One thousand feet from parks and/or playgrounds;
- 30 (6) Five hundred feet from residential uses and areas zoned residential within
- 31 the county.
- 32 21. Borrow pits and reclamation activities thereof (subject to local permit and
- 33 development review requirements per Escambia County Code of Ordinances, Part I,
- 34 Chapter 42, article VIII, and performance standards in Part III, the Land Development
- 35 Code, article 7).
- 36 22. Temporary structures. (See section 6.04.16)
- 37 23. Arcade amusement centers and bingo facilities.
- 38 24. Outdoor sales.
- 39 25. Other uses similar to those permitted herein. Determination on other permitted uses
- 40 shall be made by the planning board (LPA).
- 41 C. *Conditional uses.*
- 42 1. Kennels.
- 43 2. Heliports.
- 44 3. Automobile race track.

- 1 4. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
 2 processing facilities.
 3 5. Junkyards, salvage yards, and waste tire processing facilities.
 4 6. Cinerators, cremation services, direct disposal establishments.
 5

6 6.05.17. *ID-CP commerce park, district (cumulative).*
 7

8 A. *Intent and purpose.* This district is intended to provide for relatively large scale light
 9 industrial commerce and business park areas. Uses located in this district are protected from
 10 adverse impacts of incompatible industrial and commercial uses. A high level of site design
 11 standards are required for review during the development review process. Refer to article 11
 12 for uses, heights and densities allowed in ID-CP, commercial park areas located in the
 13 Airport/Airfield Environs. All industrial development, redevelopment, or expansion must be
 14 consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in
 15 article 7.

16 B. *Permitted uses.*
 17

- 18 1. Any use permitted in the preceding C-2 district, except as may be provided in
 19 subsection D., below.
 20 2. Cinerators, cremation services, direct disposal establishments.
 21

22 C. *Conditional uses.*

- 23 1. Automobile service stations, (except gasoline sales accessory to a convenience store is
 24 authorized as a permitted use) and automobile or truck repair shops.
 25 2. Any conditional use allowed in the C-2 general commercial district except automobile
 26 race tracks.
 27

28 6.05.19. *ID-2 general industrial district (noncumulative).*
 29

30 A. *Intent and purpose.* This district is intended to accommodate industrial uses which cannot
 31 satisfy the highest level of performance standards. It is designed to accommodate
 32 manufacturing, processing, fabrication, and other activities which can only comply with
 33 minimal performance standards. No residential development is permitted in this district,
 34 thereby insuring adequate area for industrial activities. Community facilities and trade
 35 establishments that provide needed services to industrial development also may be
 36 accommodated in this district.

37 All industrial development, redevelopment, or expansion must be consistent with the
 38 locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7. Refer to
 39 article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield
 40 Environs.
 41

42 B. *Permitted uses.*

- 43 1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
 44 2. Asphalt plants.

- 1 3. Concrete plants.
- 2 4. Iron works.
- 3 5. Landfills.
- 4 6. Borrow pits and reclamation activities thereof (subject to local permit and development
- 5 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
- 6 article VIII, and performance standards in Part III, the Land Development Code, article
- 7 7).
- 8 7. Paper mills.
- 9 8. Refineries.
- 10 9. Rendering plants and slaughter houses.
- 11 10. Steel mills.
- 12 11. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
- 13 processing facilities.
- 14 12. Public utility and service structures.
- 15 13. Junkyards, salvage yards, and waste tire processing facilities.
- 16 14. Other uses similar to those listed herein. Recommendations on other permitted uses
- 17 shall be made by the planning board (LPA) and based on an application for such other
- 18 use. Final determination shall be made by the BCC upon receipt of the planning board's
- 19 (LPA's) recommendation.
- 20 15. Cemeteries.
- 21 16. Family cemeteries.
- 22 17. Funeral establishments.
- 23 18. Cinerators, cremation services, direct disposal establishments.
- 24

25 *6.05.21. SDD special development district, (noncumulative) low density.*

26

- 27 A. *Intent and purpose.* This district is intended to conserve and protect environmentally
- 28 sensitive areas that have natural limitations to development. These areas have certain
- 29 ecological functions which require performance standards for development. SDD is to be
- 30 phased out over time and no property not now zoned SDD will be zoned SDD in the
- 31 future. The maximum density of this district is three dwelling units per acre. Refer to
- 32 article 11 for uses, heights and densities allowed in SDD, special development areas
- 33 located in the Airport/Airfield Environs.
- 34
- 35 B. *Permitted uses.*
- 36 1. Single-family dwelling units and their customary accessory structures (including
- 37 single-family detached, duplex and triplex structures and mobile homes).
- 38 2. Home occupations.
- 39 3. Horticulture, floriculture and greenhouses.
- 40 4. Mariculture and aquaculture.
- 41 5. Areas for display and sale of fruit, vegetables and similar agricultural products.
- 42 6. The growing of crops and plants.

- 1 7. The keeping of horses and private stables.
- 2 8. Silviculture.
- 3 9. Public utility.
- 4 10. Public facilities provided that the construction of such facilities meets the following
- 5 conditions:
- 6 a. They are consistent with the county's Comprehensive Plan.
- 7 b. It is determined that the proposed project will not adversely affect the
- 8 environment, through review by all federal and state regulatory agencies with
- 9 jurisdiction over the project.
- 10 c. Construction is undertaken and completed in a manner and to a specification
- 11 which protects, conserves or preserves the natural resources in the area to the
- 12 maximum reasonable extent.
- 13 11. Family day care homes and family foster homes.
- 14 12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 15 permit and development review requirements per Escambia County Code of
- 16 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 17 Land Development Code, article 7).
- 18 13. Other uses which are similar or compatible to the uses permitted herein that would
- 19 promote the intent and purposes of this district. Determination on other permitted uses
- 20 shall be made by the planning board (LPA).
- 21 14. Family cemeteries.

- 22 *6.05.22. VAG villages agriculture districts.*
- 23 VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).
- 24 VAG 2-- Gross density (one dwelling unit per five acres).
- 25 Minimum lot size = five acres unless clustered.
- 26 If clustered, minimum lot size = one acre.

27

28 The villages agricultural districts are typically characterized by agriculturally-assessed parcels

29 held for agricultural production and very low density residential development in agricultural

30 communities. Single-family residential and rural community uses that directly support

31 agricultural activities are allowed. Home occupations are considered permitted uses. Mobile

32 homes are allowed as single-family dwellings. Residential density bonuses are available for

33 clustering residential lots outside areas of prime farmland. When residential lots are created,

34 small lot sizes are encouraged in order to protect viable farm production activities and curb

35 premature conversion of prime farmland acreage to nonagriculture uses. Refer to article 11 for

36 uses, heights and densities allowed in VAG, villages agricultural areas located in the

37 Airport/Airfield Environs.

38 Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside

39 prime farmland and wetlands as an incentive to protect these resources from development

40 pressures (see section 7.17.00 for calculation of density bonus points).

41 *A. Intent and purpose.*

42

1 1. *Intent and purpose of VAG 1 district.* This district is characterized by land resources
 2 necessary or used to support large farming operations. The objective of this district is to
 3 keep large parcels of land from being broken into smaller tracts of multiple ownership
 4 making it difficult to assemble enough acreage for efficient agricultural operations.

5
 6 2. *Intent and purpose of VAG 2 district.* This district is characterized by the following
 7 types of agricultural lands:

- 8 (a) Small rural land areas of highly productive agricultural soils that may not be
 9 economically viable in a mainstream farming operation due to their size, and
 10 changes being undertaken in the surrounding area; or (b) Rural land areas with a
 11 mix of small farm operations and a typical rural residential density of one unit per
 12 four acres. The soils of these areas are least valuable for agricultural production
 13 and most suitable for future conversion out of the rural land market; or (c) Rural land
 14 areas which are not being used to support large farming operations, and that are
 15 characterized by a mix of natural resources and soils typically unsuitable for urban
 16 residential densities or other urban uses unless sewered.

17
 18 B. *Permitted uses.*

- 19
 20 1. Agricultural, farm animals and agricultural-related activities and customary accessory
 21 buildings. 2. Silviculture.
 22 3. Mariculture and aquaculture.
 23 4. Single-family residences.
 24 5. Campground and recreational vehicle parks.
 25 6. Public utility.
 26 7. Stables, private and public (minimum lot size two acres).
 27 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
 28 9. Display and sale of fruit, vegetables and similar agricultural products.
 29 10. Mobile homes as single-family dwellings, subject to the other relevant provisions of
 30 this Code. 11. Places of worship.
 31 12. Educational facilities.
 32 13. Clubs and lodges.
 33 14. Guest residences.
 34 15. Public utility and service structures not included in subparts C. or D., below.
 35 16. Feed and farm equipment stores.
 36 17. Other rural area related commercial uses meeting the locational requirements of
 37 Comprehensive Plan Policy FLU 1.1.10.
 38 18. Commercial communication towers less than 150 feet or less in height.
 39 19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and
 40 similar uses.
 41 20. Home occupations.
 42 21. Family day care homes and family foster homes.
 43 22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
 44 permit and development review requirements per Escambia County Code of Ordinances,
 45 Part I, Chapter 42, article VIII, and performance standards in Part III, the Land
 46 Development Code, article 7).
 47 23. Motorized commercial recreation uses (minimum lot size 20 acres).

1 24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and
 2 accessory buildings.

3 25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

4 26. Funeral establishments.

5 27. Cemeteries.

6 28. Family Cemeteries.

7
 8 C. *Prohibited uses.* Landfills or hazardous waste storage facilities, (permanent), but not
 9 including solid waste transfer stations, collection points, and/or processing facilities.

10
 11 D. *Conditional uses.*

12 1. Public buildings for general administrative, executive or studio functions, or for general
 13 warehousing or maintenance operations (see section 6.08.02).

14 2. Wastewater treatment facilities, electric power generation facilities or substations, and
 15 solid waste transfer stations, collection points and/or processing facilities.

16 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in
 17 height.

18 4. Hospitals, clinics, nursing homes and similar uses.

19 5. Borrow pits and reclamation activities thereof (subject to local permit and development
 20 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
 21 article VIII, and performance standards in Part III, the Land Development Code, article 7).

22 6. Junkyards, salvage yards, and waste tire processing facilities.

23 7. Cinerators, cremation services, direct disposal establishments.

24
 25 6.05.23. *VR villages rural residential districts.*

26 VR-1-- Gross density: One unit per four acres.

27 VR-2-- Gross density: One unit per 0.75 acre.

28 VR-3-- Gross density: One unit per two acres.

29 A. *Intent and purpose of districts.* Single-family residential district characterized by rural land
 30 development patterns. Rural community nonresidential uses are allowed. Home occupations
 31 are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile
 32 home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels
 33 designated as VR are generally not assessed as agriculturally productive parcels. VR-1
 34 densities reflect large lot rural land development patterns, while VR-2 densities reflect the
 35 need for more affordable lot sizes for single family and mobile home development. Refer to
 36 article 11 for uses, heights and densities allowed in VR, villages rural residential areas
 37 located in the Airport/Airfield Environs.

38
 39 B. *Permitted uses.*

40 1. Single-family residences.

41 2. Agricultural, farm animals and agricultural-related activities and customary accessory
 42 buildings.

43 3. Silviculture.

44 4. Mariculture and aquaculture.

- 1 5. Campground and recreational vehicle parks.
- 2 6. Public utility.
- 3 7. Stables, private and public (minimum lot size two acres).
- 4 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
- 5 9. Display and sale of fruit, vegetables and similar agricultural products.
- 6 10. Mobile homes as single-family dwelling, subject to the other relevant provisions of
- 7 this Code.
- 8 11. Places of worship.
- 9 12. Educational facilities.
- 10 13. Clubs and lodges.
- 11 14. Guest residences.
- 12 15. Public utility and service structures not included in subpart C. or D., below.
- 13 16. Feed and farm equipment stores.
- 14 17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and
- 15 other similar uses.
- 16 18. Other rural area related commercial uses meeting the locational requirements of
- 17 Comprehensive Plan Policy FLU 1.1.10.
- 18 19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
- 19 accessory buildings.
- 20 20. Home occupations.
- 21 21. Existing auto salvage business.
- 22 22. Family day care homes and family foster homes.
- 23 23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 24 permit and development review requirements per Escambia County Code of
- 25 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 26 Land Development Code, article 7).
- 27 24. Funeral establishments.
- 28 25. Cemeteries.
- 29 26. Family Cemeteries.

30
31 *6.05.24. V villages single-family residential district.*

- 32 V-1-- Villages single-family residential--Gross density (one unit per acre).
- 33 V-2-- Villages single-family residential--Gross density (two units per acre).
- 34 V-2A-- Villages single-family residential--Gross density (three units per acre).
- 35 V-3-- Villages single-family residential--Gross density (five units per acre).

36
37 These maximum densities may or may not be attainable based on other code provisions and
38 site-specific conditions.

39 *A. Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district
40 characterized by urban land development patterns with residential subdivision densities
41 varying from one unit per acre to five units per acre. Mobile homes are not allowed. No
42 minimum lot size is required for new subdivisions with the exception of V-1, which has a
43 minimum lot size of one acre, but development must meet overall maximum density
44 requirements. V-2A may be used in any AIPD overlay area with a compatible future land use

1 designation. Density will be determined by the accident potential zone density allowed for
 2 their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre.
 3 Refer to article 11 for uses and densities allowed in V, villages single-family residential
 4 areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs,
 5 Zones, and Surfaces remain subject to the height definitions, height restrictions, and
 6 methods of height calculation set forth in article 11.

7
 8 *B. Permitted uses.*

- 9 1. Single-family detached dwellings and their customary accessory structures and uses.
- 10 2. The growing of vegetables or other food crops is permitted as long as the primary
 11 propose for such activity is to provide for personal consumption by the residents. The
 12 raising of crops or other plants for commercial purposes is prohibited.
- 13 3. Public utility.
- 14 4. Marina (private).
- 15 5. Residential dock or pier.
- 16 6. Family day care homes and family foster homes.
- 17 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
 18 permit and development review requirements per Escambia County Code of
 19 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
 20 Land Development Code, article 7).
- 21 8. Family cemeteries.

22
 23 *6.05.27. VM-1 villages mixed residential/commercial district.*

24
 25 Gross density for residential uses (four units per acre).
 26 Maximum area for commercial uses (6,000 square feet for retail/service unless a planned
 27 neighborhood center).

28 *A. Intent and purpose of district.* Mixed residential/neighborhood commercial district
 29 allowing neighborhood commercial uses within single-family and multifamily residential
 30 areas. "Planned neighborhood commercial centers" which meet specific development
 31 criteria are permitted. Multifamily uses include duplexes, quadraplexes, townhouses, and
 32 patio homes, but do not include other apartment structures. No minimum lot size for new
 33 subdivisions, but development must meet overall density requirements.

34
 35 All neighborhood commercial (VM-1) development, redevelopment, or expansion must
 36 be consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10)
 37 and in article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed
 38 residential/neighborhood commercial areas located in the Airport/Airfield Environs.
 39 Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the
 40 height definitions, height restrictions, and methods of height calculation set forth in article
 41 11.

42
 43 *B. Permitted uses.*

- 1
- 2 1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as
- 3 noted above.
- 4 2. Professional offices including but not limited to those of architects, engineers, lawyers,
- 5 tax consultants, accountants and medical and dental clinics, real estate and insurance
- 6 offices.
- 7 3. Planned neighborhood centers containing neighborhood retail sales and services with
- 8 maximum square footage of 35,000.
- 9 4. Neighborhood retail sales and services listed below (gross floor area of building not to
- 10 exceed 6,000 square feet unless in a planned neighborhood center). No permanent
- 11 outside storage allowed.
 - 12 a. Food and drugstores.
 - 13 b. Personal service shops.
 - 14 c. Clothing and dry goods store.
 - 15 d. Specialty shops.
 - 16 e. Banks and financial institutions.
 - 17 f. Bakeries, whose products are made and sold at retail on the premises.
 - 18 g. Florists shops provided that products are displayed and sold wholly within an
 - 19 enclosed building.
 - 20 h. Health clubs, spa and exercise centers.
 - 21 i. Studio for the arts.
 - 22 j. Martial arts studios.
 - 23 k. Bicycle sales and mechanical services.
 - 24 l. Other retail/service uses of similar type and character of those listed herein.
- 25 5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
- 26 6. Restaurants.
- 27 7. Automobile service stations (no outside storage, minor repair only).
- 28 8. Appliance repair shops (no outside storage or work permitted).
- 29 9. Public utility and service structures.
- 30 10. Places of worship and educational facilities/institutions.
- 31 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 32 permit and development review requirements per Escambia County Code of
- 33 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 34 Land Development Code, article 7).
- 35 12. Cemeteries-two acres.
- 36 13. Family cemeteries.
- 37 14. Funeral establishments.
- 38 ~~15.~~ Other uses which are similar or compatible to the uses permitted herein that would
- 39 promote the intent and purposes of this district. Determination on other permitted uses
- 40 shall be made by the planning board (LPA).

41

42 *6.05.29. GBD--Gateway business district. A. Intent and purpose of district.* The district is

43 intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive,

1 well planned business communities. To accomplish this purpose, stringent site development
2 standards established adequate setbacks, landscaping, and buffering.

3
4 These districts are characterized by community-serving commercial uses located adjacent to or
5 in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the
6 Alabama-Florida state line. C-2 type distribution, manufacturing, fabrication and assembly-type
7 operations which are completely enclosed within the confines of a building are permitted when
8 located within a planned business development. Outside storage is permitted when screened.
9 Such treatment is appropriate to protect nearby residential areas from the incompatible impacts
10 of more intense uses such as noise, odors, truck traffic, glare, and visual blight. Refer to article
11 11 for uses and densities allowed in GBD, gateway business district areas located in the
12 Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain
13 subject to the height definitions, height restrictions, and methods of height calculation set forth in
14 article 11.

15
16 *B. Permitted uses.*

- 17
18 1. C-1 and C-2 type uses with conditions noted above.
19 2. Planned business developments.
20 3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
21 permit and development review requirements per Escambia County Code of
22 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
23 Land Development Code, article 7).
24 4. Family cemeteries.

25
26 *6.05.30. GID--Gateway industrial district. A. Intent and purpose of district.* This district is
27 intended to be a light to moderate industrial area which will enhance portions of the US 29 and
28 US 95A corridors as visually attractive, well-planned industrial areas which are screened and
29 buffered to assure compatibility with adjacent nonindustrial districts and uses. The district is
30 intended to accommodate uses requiring access to rail and principal arterial roadways, when
31 other objectives of the district are met. To accomplish this purpose and promote compatibility
32 with neighboring areas, stringent site development standards establish adequate setbacks,
33 landscaping, screening and buffering. Refer to article 11 for uses, heights and densities allowed
34 in GID, gateway industrial district areas located in the Airport/Airfield Environs.

35 *B. Permitted uses.*

- 36 1. C-2 and ID-1 type uses except mobile home sales and service.
37 2. Planned business developments.
38 3. Borrow pits and reclamation activities thereof (subject to local permit and development
39 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
40 article VIII, and performance standards in Part III, the Land Development Code, article
41 7).
42 4. Funeral establishments.
43 5. Family cemeteries.
44 6. Cemeteries-Two acres.

1

7. Cinerators, cremation services, direct disposal establishments.

DRAFT

1 Article 11.

2 11.02.02. AIPD-1

3 C. *Airfield Influence Planning District-1, permitted, prohibited and conditional uses.* Listings of
4 allowed uses in the various zoning categories when they lay beneath AIPD-1 overlay zones are
5 detailed below.

6 4. *R-5, residential and limited office district.* Where the underlying zoning is R-5, the
7 permitted and conditional uses are as follows.

8 a. *Permitted uses.*

9 (1) Any use permitted in the preceding district.

10 (2) One single-family dwelling per lot of record existing as of August 21, 2001.
11 Mobile homes are allowed as single-family dwellings, subject to the other
12 relevant provisions of this Code. New subdivisions or developments are subject
13 to the density limits in section 11.01.01.A.

14 (3) Professional offices, as listed below, are permitted in APZ-2, maximum FAR
15 of 0.22: a. Finance, insurance and real estate.

16 b. Professional services, such as architects, engineers, lawyers, tax
17 consultants and accountants.

18 (4) Public utility and service structures, excluding communication towers.

19 b. *Conditional Uses.*

20 (1) Any conditional use allowed in the previous R-1, R-2, V-2A, R-3 and R-4
21 districts.

22 (2) Cemeteries, mausoleums and ~~crematoriums~~ cinerators. No chapels or
23 churches are allowed in AIPD-1, AIPD-1 Area "A", or AIPD-1 Area "B"

24 (3) Enclosed animal hospitals and veterinary clinics.

25 c. *Prohibited uses.* Any use not listed in subparts B. or C., above.

26 6. *C-1, retail commercial district.* Where the underlying zoning is C-1, the permitted and
27 conditional uses are as follows.

28 a. *Permitted uses.*

29 (1) Any use permitted in the preceding district.

30 (2) One single-family dwelling per lot of record existing as of August 21, 2001.

- 1 (3) Nonconforming commercial uses legally existing as of August 21, 2001 shall
2 continue as nonconforming uses subject to the provisions of Article 9, e.g.,
3 expanding a nonconforming use, etc.
- 4 (4) Automobile repair shops for ignition, fuel, brake and suspension systems or
5 similar uses. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 6 (5) Automobile service stations including minor auto repairs. Maximum FAR of
7 0.11 in APZ-1; 0.22 in APZ-2.
- 8 (6) Automobile washing facility. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 9 (7) Off-premises signs, billboards and other sign structures erected, located and
10 maintained as provided for in Article 8 of this Code.
- 11 (8) Convenience stores, including the incidental sale of gasoline. Maximum FAR
12 of 0.14 in APZ-1 and 0.28 in APZ-2.
- 13 (9) Printing, bookbinding, lithography and publishing companies. Maximum FAR
14 of 0.28 in APZ-1 and 0.56 in APZ-2.
- 15 (10) Interior decorating, home furnishing, and furniture stores. Maximum FAR of
16 0.28 in APZ-2, not allowed in APZ-1.
- 17 (11) Music, radio and television shops.
- 18 (12) Mortuary and funeral homes. Funeral establishments. No chapels are
19 allowed within APZ-1 or APZ-2.
- 20 (13) Wholesale warehousing if less than 10,000 square feet. Maximum FAR of
21 1.0 in APZ-1; 2.0 in APZ-2
- 22 (14) Mini-warehouses. Maximum FAR of 1.0 in APZ-1; 2.0 in APZ-2
- 23 (15) Recreational and commercial marinas.
- 24 (16) Other uses that are similar or compatible to the uses permitted herein that
25 would promote the intent and purposes of this district. Determination on other
26 permitted uses shall be made by the planning board (LPA).

1 Article 7. PERFORMANCE STANDARDS.

2
3 **7.22.00. Conditional Use and Performance Standards for Location of Direct Disposal**
4 **Establishments and Funeral Establishments with Cinerators.**

5
6 7.22.01. Purpose. The purpose of this section is to restrict the location of the land uses of
7 "funeral establishment with cinerator" or "direct disposal establishment."

- 8
9 A. Prohibition. Notwithstanding any provision found in Article 6 of this Code, the
10 issuance of permits is prohibited for the installation of a cinerator, as defined in
11 Article 3, in either a funeral establishment or a direct disposal establishment within
12 500 feet of an existing residence, an apartment, a restaurant or other commercial
13 eating establishment, a motel, a hotel, a private or public school (including day care
14 centers), a nursing home, an assisted living facility, or any other place designed and
15 intended for the temporary or permanent overnight accommodation of human beings.
16 In addition to the above stated prohibition that applies to the existing described land
17 uses, the prohibition extends to issuance of permits for the installation of a cinerator
18 in either a funeral establishment or a direct disposal establishment within 500 feet of
19 vacant property that is zoned: R-1, R-2, R-3, R-4.
- 20
21 B. Measurement. The distance from a proposed facility that would include a cinerator
22 shall be measured by drawing a straight line between the closest property lines of
23 the proposed cinerator location and the property containing the existing land uses or
24 existing zoning described in 7.22.01.A.
- 25
26 C. Establishment of new land uses or zoning changes. Neither the establishment of new
27 land uses nor the modification of existing zoning of property within the prohibited
28 distances described in 7.22.01.A shall convert a previously approved permit
29 authorizing the installation of a cinerator into a nonconforming use. For the purpose
30 of this section only, the issuance of either a development order or a building permit
31 establishes a new land use, until such date as the development order or building
32 permit expires.
- 33
34 D. Existing cinerators shall be grandfathered.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6393

County Administrator's Report 15. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Extension Council Appointments

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Extension Council Appointments - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments to the Escambia County Extension Council:

A. Appoint the following individual, effective July 24, 2014, through November 30, 2015, to fill the unexpired term of Vernon Hiebert, who resigned:

ZONE	NAME	ADDRESS
3	Janean "Karen" Hall	10430 Highway 97A, Walnut Hill, FL 32568

B. Appoint the following individual, effective July 24, 2014, through November 30, 2015, to fill the unexpired term of Stephanie Croan, who resigned:

ZONE	NAME	ADDRESS
9	Jerry Patee	5219 Pale Moon Drive, Pensacola, FL 32507

C. Request the County Administrator's Office to provide letters of appointment to incoming members and letters of appreciation to outgoing members.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorized establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service.

Stephanie Croan, former Zone 9 Appointee, was originally appointed in December 2013 for a two-year term. She resigned February 25, 2014, due to moving out of the area. Vernon Hiebert, former Zone 3 Appointee, was appointed in December 2011 and fulfilled a two-year term which

expired in November 2013. Due to a miscommunication, Mr. Hiebert was reappointed for another two-year term on December 5, 2013, after which he expressed that he did not, in fact, wish to serve another term. His spot has been vacant since that time.

Jerry Patee and Karen Hall were selected by the Nominating Committee through the Escambia County Extension Council. They reside in the zones coinciding with their appointments and are known to have an interest and concern for programs of Escambia County Extension. They have been nominated without regard to race, color, creed, sex, or national origin.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Both Mr. Patee and Ms. Hall have provided a resume, which per the County Administrator's policy, is attached to this recommendation.

IMPLEMENTATION/COORDINATION:

After final action, the Extension Director will forward the BCC's recommendation to the Dean of Extension for consideration and approval. Letter of appreciation for service should be provided by the County Administrator's office to Vernon Hiebert, 4890 Lemon Road, Walnut Hill, FL 32568. Ms. Croan's forwarding address is unknown.

Attachments

jerry patee resume'

karen hall resume'

Hiebert-Resignation

stephanie croan resignation

Biography, Jerry Patee

Jerry Patee, Captain, Medical Service Corps, United States Navy, (Retired); served 31 years on active duty years as an Aviation Physiologist. His many military assignments included tours of duty from coast to coast where he was directly responsible for conducting Aviation Physiology and Water Survival Training for Naval Aviation Personnel. In his last assignment he served as Deputy Director, Medical Service Corps, Washington, D.C.

He first came to Pensacola in 1968 for his officers training, followed by his training as a Naval Aerospace Physiologist. He now calls Pensacola home. He is married to Jeannie.

After retiring from the Navy in 1999, he taught at George Mason High School in Falls Church, Virginia before returning to Pensacola in 2002.

Jerry has a BS in Secondary Education, Biology and Chemistry, a MS from the University of West Florida, MA from the University of Southern California.

He completed *Master Gardener training* in 2003 and has completed over 1500 volunteer hours. He represents Escambia County Master Gardeners through the Speakers Bureau Program. His talks include a variety subjects to a long list of organizations along the Gulf Coast, to included Educational Seminars in Mobile, Alabama, Santa Rosa County, and the Pensacola Federation of Garden Clubs, as well as many Garden Clubs and other civic organizations. He is a Team leader for the Whimsy Garden, and past Vice-President and Past President, Escambia County Master Gardeners in 2012, and currently serving on the Escambia County Master Gardener Executive Board.

He completed the *Escambia County Florida Yards and Neighbors Program* and is frequently called upon to provide yard consults to homeowners as a *Florida Yard Advisor*.

He completed the *Florida Master Naturalist Program Upland and Wetland Modules* in 2012 and 2013 conducted by Escambia and Santa Rosa County Extension Services. For his Florida Master Naturalist Program class project, he designed and is currently in the process of creating 14.5 acre Nature and Meditation Trail at the Perdido Bay United Methodist Church and Community Center. The Nature Trail Project recently received a \$4,000 International Paper Company Grant.

Jerry has assisted in providing interpretive Nature Hikes with the Escambia County Extension Office Agents.

He is a Group Leader for one of the many tours at the July 2014 Annual Conference for the National Association of Extension Office Agents, Mobile, Alabama, in July 2014.

He is found working on a number of Garden projects in the Pensacola area, to include the Demonstration and Whimsy Garden at the County Extension Office, Perdido Landfill Park, the Perdido Bay United Methodist Church Memorial Gardens and Community Center vegetable Garden, Habitat for Humanity landscaping projects; and his own yard is a work in progress.

He loves to travel with his wife and have been on a number of mission trips to include Honduras, Costa Rica, and UMCOR Depot in Baldwin, Louisiana and Salt Lake City. He is on the church Board of Trustees, Vice President of the Church Council, they also volunteer at their church kitchen every Wednesday night.

Jerry Patee
5219 Pale Moon Drive
Pensacola, Florida, 32507
850-497-9298
kjpat@cox.net

KAREN HALL

ZONE 3

Karen Hall was born and raised in rural north Escambia County. She currently lives in Bay Springs with her husband and enjoys gardening and fishing. Karen has two daughters and two grandchildren. After graduating from the University of West Florida with a bachelor's degree in Elementary and Early Childhood Education, she taught in rural elementary schools for 28 years. Karen received her Master's Degree in Educational Leadership from UWF and has been the Principal of Bratt Elementary for four years.

Contact Info:

Janean (Karen) Hall
10430 Highway 97A
Walnut Hill, FL 32568

850-327-6137

Jhall2@escambia.k12.fl.us

From: Knight-Marlow,Felicia
Sent: Thursday, December 19, 2013 8:26 AM
To: Vernon L Hiebert
Cc: Allen,Pamela H
Subject: Re: Unable to serve another term

Vernon,

I am in receipt of your email and it has been duly noted. Thank you for your service over the past two years with the Escambia County Extension Council.

Felicia Knight-Marlow
UF/IFAS Extension Escambia County
850-475-5230

Sent from my iPad

On Dec 18, 2013, at 4:04 PM, "Vernon L Hiebert" <vlhiebert@frontier.com> wrote:

I regretfully need to make it be known that I will not be able to serve another term on the Escambia County Extension Council. I did not realize I had signed up for a second term. My apologies.

Sincerely,
Vernon Hiebert

Stephanie Croan
Resignation

-----Original Message-----

From: Stephanie Croan [mailto:sacroan30@gmail.com]

Sent: Friday, February 21, 2014 2:12 PM

To: O'Connor, Lawrence Richard

Subject: Re: Automatic reply: Volunteer Hours

Hey Rick,

I'm still not back yet, but I got unofficial word that we are being re-stationed in Jacksonville. Andy will probably have his orders when I get home next week, & he'll have to report there on April 1st. So, I don't think I will be able to participate in the extension council as so won't be living in warrington. Should I contact Felicia to discuss this, and if so, can you forward me her contact information? Thanks, Stephanie

Sent from my iPhone



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6464

County Administrator's Report 15. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Community Redevelopment Agency Meeting Minutes for June 26, 2014

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 26, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the June 26, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

BACKGROUND:

On June 26, 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 Minutes June 26 2014



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
June 26, 2014
8:45 a.m.**

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

Present: Gene M. Valentino, Vice Chair
Lumon J. May, Chair
Grover Robinson, IV, Commissioner
Steven L. Barry, Commissioner

Absent: Wilson Robertson, Commissioner

Staff Present: 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 8:47 AM by Commissioner Valentino.

Proof of publication

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

Motion made by Commissioner Steven L. Barry, Seconded by Commissioner Grover Robinson, IV Motion made by Vice Chair Commissioner Barry, Seconded by Commissioner Robinson to waived the rights of reading the advertisement.

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

I. Public Forum

II. Technical/Public Service

- 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.

Motion made by Commissioner Grover Robinson, IV, Seconded by Commissioner Steven L. Barry Motion made by Commissioner Robinson, Seconded by Commissioner Barry to approval of the filing of Board Minutes on June 26, 2014

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

III. Budget/Finance

- 1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 2616 North "L" Street – 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 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; 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 Commissioner Steven L. Barry, Seconded by Commissioner Grover Robinson, IV Motion made by Commissioner Barry, Seconded by Commissioner Robinson to approve Residential Rehab Grant Program Funding and Lien Agreement for 2616 North "L" Street.

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

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

That the Board rescind 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. Approve 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. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award

Motion made by Commissioner Grover Robinson, IV, Seconded by Commissioner Steven L. Barry Motion made by Commissioner Robinson, seconded by Commissioner Barry to approve to Rescind the Residential Rehab Grant Program Funding and Lien Agreement for 114 Milton Road.

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

3 Recommendation Concerning the Cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approve the following cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their 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. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner Steven L. Barry, Seconded by Vice Chair Gene M. Valentino Motion made by Commissioner Barry, seconded by Commissioner Valentino to approve the Cancellations of Liens.

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

4 Recommendation Concerning the Cancellation of six Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of six Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant 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. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Vice Chair Gene M. Valentino, Seconded by Commissioner Grover Robinson, IV Motion made by Commissioner Valentino, seconded by Commissioner Robinson to approve the various Residential Cancellation of Liens.

Vote: 4 - 0

Other: Commissioner Wilson Robertson (ABSENT)

IV. Discussion/Information Items

Adjournment.

Meeting was adjourned at 8:55 AM



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6437

County Administrator's Report 15. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Request for Disposition of Property

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Corrections Department, Community Corrections Division, Environmental Enforcement Division, and the Jail, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they 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 obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Corrections Department Disposals

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290101

MELISSA M. SNOW DATE: 07/03/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Melissa Snow* Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53570	FORD F-150	1FDNF20555EB30924	FORD	2004	FLOODED
Y	60230	FORD EXPLORER	1FM5K8B84DGC45653	FORD	2013	FLOODED

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: 07/03/2014
 FROM: Escambia County Department Director (Signature): *Gordon C. Pike*

Director (Print Name): Gordon C. Pike

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 _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290301

MELISSA M. SNOW DATE: 07/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Snow Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54803	Lanier LD122 Copier	J0957902611	Lanier		Inoperable

Disposal Comments: Damaged beyond repair.

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: 07/03/2014

FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name): Gordon C. Pike

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290401

MELISSA M. SNOW DATE: 07/03/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Melissa Snow* Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60506	CHEVROLET DUALY TRUCK	1GCJK33U15F1817657	CHEVROLET	2005	FLOODED
Y	60507	HYUNDAI ELANTRA	KMHDN46D75U054959	HYUNDAI	2005	FLOODED
Y	60508	MERCURY GRAND MARQUIS	2MEHM75V69X600992	MERCURY	2009	FLOODED
Y	60513	FORD CROWN VICTORY	2FAHP71WX3X154236	FORD	2003	FLOODED
Y	60518	BUICK CENTURY	2G4WS52J251149797	BUICK	2005	FLOODED
Y	60519	GMC VAN	1GKEG25K1SF542316	GMC	1995	FLOODED

Disposal Comments: Vehicles were flooded during the flood event on April 29, 2014 and damaged beyond repair.

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: 07/03/2014
 FROM: Escambia County Department Director (Signature): *Gordon C. Pike*

Director (Print Name): Gordon C. Pike

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 _____

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290401

MELISSA M. SNOW DATE: 07/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60520	GMC VAN	1GTEG25K8SF543586	GMC	1995	POOR
Y	60521	GMC VAN	1GDJP32K8S3504311	GMC	1995	FLOODED
Y	60523	DODGE VAN	2B5WB35Z2VK530546	DODGE	1997	FLOODED
Y	60525	GMC VAN	1GDJP32K853505121	GMC	1995	INOPERABLE
Y	60531	FORD VAN	1FBSS31L71HB15618	FORD	2001	FLOODED
Y	60532	GMC VAN	1GTEG25K3SF543334	GMC	1995	POOR

Disposal Comments: Vehicles were flooded during the flood event on April 29, 2014.

INFORMATION TECHNOLOGY (IT Technician): _____

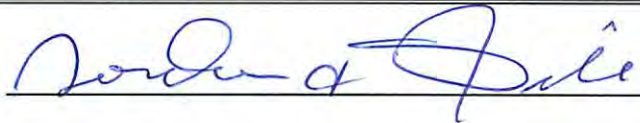
Print Name

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: 07/03/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Gordon C. Pike

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290401

MELISSA M. SNOW DATE: 07/03/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60543	CHEVROLET VAN	1GBHP32R3T3316317	CHEVROLET	1996	POOR
Y	60544	CHEVROLET VAN	1GBHP32R6T3316263	CHEVROLET	1996	POOR
Y	060546	FORD VAN	1FBJS31L6VHA10635	FORD	1997	FLOODED
Y						
Y						
Y						

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: 07/03/2014
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Gordon C. Pike

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 _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290101

MELISSA M. SNOW DATE: 07/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Melissa Snow* Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53017	TOYOTA PRIUS	JTDKB22U740060555	TOYOTA	2004	FLOODED
Y	54168	FORD TAURUS	1FAFP53U56A149823	FORD	2006	FLOODED
Y	57376	FORD F250	1FDNF20558EE22027	FORD	2008	FLOODED
Y	59162	FORD EXPLORER	1FMHK7B8XBGA94189	FORD	2001	FLOODED
Y	59163	FORD EXPLORER	1FMHK7B86BGA94190	FORD	2011	FLOODED
Y	57049	CHEVROLET TRAILBLAZER	1GNDS13S982215334	CHEVROLET	2008	FLOODED

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: 07/03/2014

FROM: Escambia County Department Director (Signature): *Gordon C. Pike*

Director (Print Name): Gordon C. Pike

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290401

MELISSA M. SNOW DATE: 07/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Melissa Snow* Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60506	CHEVROLET DUALY TRUCK	1GCJK33U15F1817657	CHEVROLET	2005	FLOODED
Y	60507	HYUNDAI ELANTRA	KMHDN46D75U054959	HYUNDAI	2005	FLOODED
Y	60508	MERCURY GRAND MARQUIS	2MEHM75V69X600992	MERCURY	2009	FLOODED
Y	60513	FORD CROWN VICTORY	2FAHP71WX3X154236	FORD	2003	FLOODED
Y	60518	BUICK CENTURY	2G4WS52J251149797	BUICK	2005	FLOODED
Y	60519	GMC VAN	1GKEG25K1SF542316	GMC	1995	FLOODED

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: 07/03/2014

FROM: Escambia County Department Director (Signature): *Gordon C. Pike*

Director (Print Name): Gordon C. Pike

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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6500

County Administrator's Report 15. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Escambia County Health Facilities Authority Reappointment

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Health Facilities Authority - Jack R. Brown, County Administrator

That the Board approve the reappointment of Eugene Franklin to the Escambia County Health Facilities Authority, for a full four-year term, effective August 22, 2014, through August 21, 2018, as requested by Paula G. Drummond, Executive Director & General Council, Escambia County Health Facilities Authority.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Paula Drummond, Executive Director and General Counsel, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board reappoint Mr. Eugene Franklin. Mr. Franklin was appointed on March 21, 2013, to fill the unexpired term of Mr. Rodney Kendig; his term will expire on August 21, 2014. The Authority is recommending that Mr. Franklin be reappointed to serve a full four-year term, effective August 21, 2014, through August 21, 2018.

Ms. Drummond's letter and Mr. Franklin's Resume are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter of Recommendation and Mr. Franklin's Resume



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

June 26, 2014

Mr. Jack R. Brown
Escambia County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32501

RE: Reappointment of Board Member Eugene Franklin

Dear Mr. Brown:

I am contacting you on behalf of the Board of the Escambia County Health Facilities Authority to request the reappointment of Board Member Eugene Franklin to a full four year term on the Authority effective August 22, 2014 through August 21, 2018. Mr. Franklin was appointed last year to serve the remainder of the unexpired term of a board member who resigned his seat due to dual-office holding restrictions. This term ends on August 21, 2014. Mr. Franklin has requested his reappointment to serve a full four year term.

Mr. Franklin is an asset to the Authority and very qualified to continue to serve on the Board. I believe his resume is on file in your office, but I enclose another copy for your review. As this appointment needs to be made before Mr. Franklin's current term expires, we request this matter be placed on the agenda for a July meeting of the Board of County Commissioners. Thank you very much for your assistance. If you should need any additional information, I will be happy to provide it.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paula G. Drummond". The signature is fluid and cursive, written over a light blue horizontal line.

Paula G. Drummond
Executive Director & General Counsel

PGD:dl
ENC

cc: Mr. Eugene Franklin
Mr. Jim Hall, Authority Chairman



Eugene Franklin: President/CEO, Florida Black Chamber of Commerce; Director for Florida, National Black Chamber of Commerce, Inc. Washington, D.C.

CONTACT INFORMATION

5553 Shadow Grove Blvd.
Pensacola, FL 32526
(850) 453-0579

Email: gene_franklin@yahoo.com

PERSONAL HISTORY

Eugene Franklin was born August 19, 1948, in Ethel, Louisiana and moved to New Orleans in 1953. He attended grade school and high school in Metairie, Louisiana. Franklin graduated from East Jefferson High School in 1967. Following graduation he worked as a furniture warehouse supervisor, while attending college at night.

Mr. Franklin enlisted in the United States Navy in 1969 and served a total of 27 years on active duty, eleven years as an enlisted member and sixteen as an officer. He retired in Pensacola, Florida after serving command tour as Officer-in-Charge of Naval Air Training Management Support Activity Pensacola, Florida.

Concerned about economic development and work force issues in disadvantaged communities, Mr. Franklin led the effort to create the Gulf Coast African American Chamber, and later, the Florida Black Chamber. His efforts on the behalf of small businesses and microenterprises led to his being named to boards on the national, state, and local level; including the National Black Chamber of Commerce, Washington, D.C. An ordained minister, the Reverend Eugene Franklin serves as an Associate Pastor at First Baptist Church of Warrington, Pensacola, Florida; a 2200 member congregation. Mr. Franklin is married to Rosemary (Ray) Franklin of New Orleans, Louisiana. They have four adult children, thirteen grandchildren, and four great-grandchildren.

PROFESSIONAL CERTIFICATIONS & AWARDS:

- Minority Business of the Year Award 1998 - 1999, presented by the Pensacola Chamber of Commerce.
- Civic Leader of the Year Award, presented by local Omega Psi Phi Chapter 1999.
- Mortgage Brokerage Business of the Month and Year 1998 for the company's success in working with residents of a Super Fund Site and for Excellence in Performance.
- The Pastor Dave Thomas Community Service Award for the Year 2000.
- The Agape Temple Unsung Hero Award for the Year 2000.
- Pensacola Area Chamber of Commerce Chairman's Award for Community Service for the Year 2001.
- Pensacola Area Chamber of Commerce Outstanding Service Award for Service as Small Business Representative for the Year 2002.
- The Chappie James Businessman of the Year 2003.
- Listed in *Florida Trend Magazine* as one of Florida's most influential people for 2004
- Recognized for State Leadership by Urban Black Chambers in 2007.
- Recognized for Community Service by Southwest Florida, NAACP Chapter for 2008.

MILITARY SERVICE

- Enlisted as an E-1 in the United States Navy in 1969; served a total of 27 years active duty.
- Selected as Attack Squadron One Two Eight, Commander, Medium Attack/Electronic Warfare Wing and Naval Air Station Whidbey Island "Sailor of the Year", Runner-up for Navy's "Sailor of the Year" in 1976. Also selected as Commander, Medium Attack/Electronic Warfare Aviation Administrator of the Year-1976
- Promoted to the rank of Chief Petty Officer in 1980, eight years ahead of the norm for his rate at that time.
- Earned a commission as Naval Officer 1981, with the specialty of Naval Aviation Maintenance and Engineering.
- Selected as the Medium Attack/Electronic Warfare Aircraft Maintenance Office of the Year in 1986.
- Served in most demanding executive assignments and diverse commands. Ranked and graded as the number one Officer in each command he served on every fitness report from 1981 until retirement 1996.
- While on active duty, completed his academic studies via the military education extension programs, to include: Bachelor's Degrees in Education from Southern Illinois University, Bachelor's in Theology from Chapman College, and Master's in Business Administration from Central Michigan University.
- Awarded the Navy's prestigious Meritorious Service Medal.
- Awarded the Navy Commendation Medal (twice), the Navy Achievement Medal (twice), and a host of other military and civic awards throughout military career.
- Served final tour as Officer-in-Charge of the Naval Air Training Management Support Activity Detachment in Pensacola, Florida. Retired with the rank of Lieutenant Commander in Pensacola, Florida.

COMMUNITY SERVICE

- Serves as member, Board of Directors, National Black Chamber of Commerce, Washington, D.C.
- Serves as Director for National Cultural Heritage Tourism Initiative, National Black Chamber
- Serves as Chair for Access Florida Finance Corporation/Florida Black Business Support Corporation.
- Appointed member U.S. Small Business Administration Advisory Board, North Florida.
- Board Member and Past Chairman for the Escambia County Health Facility Authority.
- Board Member for the Florida Institute for Human and Machine Cognition.
- Board Member, Every Child A Reader in Escambia County (ECARE)
- Board Member, Florida Asset Building Coalition.
- Board Member, Pensacola Multi-Cultural Center.
- Past Board Member for Big Brothers/Big Sister Program, United Way, Junior Achievement, and Pathways for Change Prisoner Re-integration Program.
- Past Board Member for Pensacola Area Chamber of Commerce.
- Former Board Member for Florida's Great Northwest Governance Council's Wired Initiative, an economic development program of the U.S. Department of Labor.
- Founder, Chair, and Past Board Member of Gulf Coast African-American Chamber of Commerce and a host of other organizations.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6502

County Administrator's Report 15. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Reappointment to the Escambia-Pensacola Human Relations Commission

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia-Pensacola Human Relations Commission - Jack R. Brown, County Administrator

That the Board reappoint Pastor Sylvia E. Tisdale to the Escambia-Pensacola Human Relations Commission, for a two-year term, effective August 9, 2014, through August 8, 2016.

BACKGROUND:

Pastor Tisdale has expressed the desire to continue to serve. Her Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 2, Governing Board, of the Interlocal Agreement between the City of Pensacola and Escambia County creating the Escambia-Pensacola Human Relations Commission, Board approval is required for all its appointments/reappointments to the Escambia-Pensacola Human Relations Commission.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pastor Tisdale's Resume

**6250 COLLEGE BLVD., PENSACOLA FLORIDA 32504
(850)572-5761 SYLVIATISDALE@AOL.COM**

SYLVIA E. TISDALE

OBJECTIVE

To utilize my skills and experience in planning and organization to effectively manage usage of Supplemental Educational Grants

FUNCTIONAL SUMMARY

Plan and track all training attendance, number of training hours, track invoices and payment, file training material and submit and finalize reports. Ensure all grants are conducted in accordance with the proposal specifications.

SUMMARY OF QUALIFICATIONS

- **Self-motivator with proven ability to engage and inspire others**
- **Over 29 years of experience at the Social Security Administration as claims representative and Supervisor**
- **10 years Associate Pastor**
- **7 years Sr. Pastor**
- **Established and maintained various ministry organization including churches, soup kitchens, homeless, senior citizen, and charitable events**
- **Ability to organize groups to accomplish specific goals and agendas**

EMPLOYMENT

- **Sr. Pastor, Epps Christian Center, August 2003 –Present**
- **Associate Pastor, Agape Temple Church, June 1992 –April 2002**
- **Sales Associate WRNE Radio, April 2002- April 2005**
- **Administrative Adult Foster Care, August 1999 – August 2009**
- **Social Security Administration August 1973 – June 2002**

EDUCATION

Bachelor of Science in Mathematics

Benedict College, Columbia, SC

CERTIFICATIONS

Ordained Minister United Christian Church Ministries



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6469

County Administrator's Report 15. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form for the Public Works Department indicating one item to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Form has been signed by all applicable authorities.

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 274.07 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

disposition form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Escambia County Transit COST CENTER NO: 320410

Kevin Pitts DATE: June 13, 2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	60258	BUS SPECIAL NEEDS CNG	523MF1B63CM101211	VPCDX	2013	FLOODED

Disposal Comments: Flood Damage

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): *[Signature]*
 Director (Print Name): Robert Brown

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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6463

County Administrator's Report 15.7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

Issue: Schedule a Public Hearing Concerning Vacating a Portion of an Alleyway in Block 7, Highland Park Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Block 7, Highland Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for August 21, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion (20 feet by approximately 150 feet) of an alleyway in Block 7, Highland Park Subdivision, as petitioned by John and Sheryle Cornelson.

BACKGROUND:

Petitioners own property abutting both sides of a portion of a 20' wide alleyway located in Block 7, Highland Park Subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida. Block 7 is bordered by North "Q" and North "R" Streets on the east and west sides and by West Hernandez and West Jordan Streets on the south and north sides. Petitioners are requesting that the Board vacate any interest the County has in the portion (20' x approximately 150') of a 20' wide alleyway in Block 7, Highland Park Subdivision, as shown on the plat of said subdivision. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

All concerned utility companies have reviewed this request and have no objection to the vacation. Engineering staff have reviewed this request and have no substantial objection.

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 used for closing, vacating and abandoning County owned property - Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioners or Petitioners' agent will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioners or Petitioners' agent to advertise the Notice of Public Hearing.

Attachments

petition

Plat

map

legal description

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.

Petitioners, hereby file 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 Petitioners, John and Sheryle Cornelson presently own 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:

The westernmost 150 feet of a 20' wide alleyway in Block 7, Highland Park Subdivision as shown on the plat of said subdivision as recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida.

2. That the Petitioners, John and Sheryle Cornelson desire 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 17, Township 2 South, Range 30 West and recorded in Plat Deed Book 69 at Page 616 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, Petitioners request 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.

Petitioners 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.

Petitioner(s) Name: John and Sheryle Cornelson

Street Address: 2320 West Hernandez
Pensacola, Florida, 32505

Phone Number: (850) 432-9117

Agent's Name: N/A

Date: July 10, 2014

HIGHLAND PARK

PACKARD LAND COMPANY'S
FIRST ADDITION TO PARK PLACE

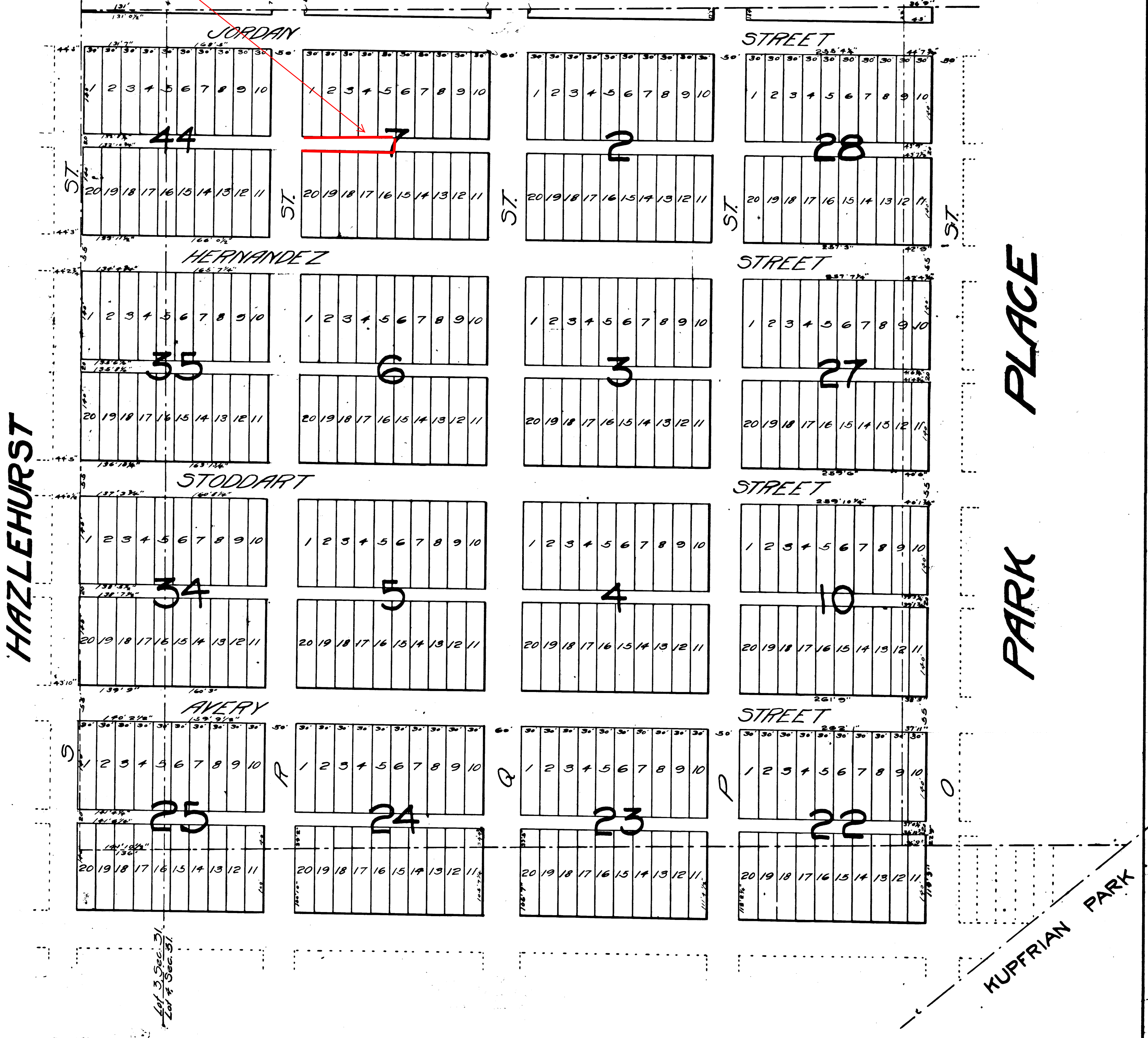
Being all of Lot 3 and portions of Lots 2 & 4, Section 17,
Tp. 2 S., R. 30 W. - Also portions of Lots 3 & 4, Section
31, Tp. 2 S., R. 30 W. according to the Subdivision
By Brainerd and McIntyre, No. 22, 1870
for Pensacola Land Association.
Survey by Stephen Lee, March 1909.

Pensacola, Fla.,
April 1913.

REVISOR BY
L. E. Thornton,
Civil Engineer.

Scale 1"=100'

Portion of Alleyway
to be Vacated



Reproduction of Map record in
DEED BOOK 69 AT PAGE 616

Joe A. Flowers

Clerk Circuit Court

Date: March 15, 1963

Scale:
ORIGINAL SIZE
200

EXHIBIT "A"
REQUEST TO VACATE PORTION OF A 20' WIDE ALLEYWAY IN BLOCK 7, HIGHLAND PARK S/D
AS PETITIONED BY JOHN AND SHERYLE CORNELSON



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/25/14 DISTRICT 4



PETITIONERS PROPERTY



20' X 150' PORTION OF ALLEYWAY REQUESTED TO BE VACATED

EXHIBIT "A"

A portion of Block 28, Highland Park Subdivision, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida according to the map of said subdivision recorded in Plat Deed Book 69 at Page 616 of the public records of Escambia County, Florida, more particularly described as follows:

All of Lots 1 through 5, inclusive; the West 5.00 feet of the North 115.00 feet of Lot 6; the South 25.00 feet of Lots 6,7,8 and 9, inclusive; also the South 25.00 feet of the West 15.00 feet of Lot 10, the West 15.00 feet of Lot 11, and all of Lots 12 through 20, inclusive.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6451

County Administrator's Report 15. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/24/2014

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 Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request of Disposition of Property Form 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 Form with the Agency and reason stated.

BACKGROUND:

The furniture is obsolete and no longer needed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A


Attachments

Acct Mod Furniture

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: 2001/1001/1311

PAM CHILDERS, CLERK & COMPTROLLER DATE: 7/2/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-4826
 Kara Cowen

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46937	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	46939	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	46940	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	46941	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	46942	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	46944	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	47619	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE
Y	47620	MODULAR FURNITURE	N/A	CHERRY FINISH	9/30/2006	OBSOLETE

Disposal Comments: Furnitue is now ossolete and no longer needed.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____
 FROM: Clerk & Comptroller Clerk (Signature): 

Clerk (Print Name): PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION: _____ Date: _____

TO: Board of County Commissioners
 FROM: County Administration

 George Touart
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____

 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

SUNGAURD PENTAMATION
 DATE: 07/02/2014
 TIME: 15:11:16

ESCAMBIA COUNTY CLERK - LIVE
 COC DISPOSALS

PAGE NUMBER: 1
 REPORT10

SELECTION CRITERIA: assets.tagno,assets.improvement_num

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
46937	MODULAR FURNITURE -000 MFR KIMBALL MODEL DESK - CHERRY FINISH S/N INVENTORY DATE CONDITION GOOD NEXT SCHEDULED MAINTENANCE 06/23/09	FUNDING GENERAL VENDOR KIMBALL INTERNATIONAL PO 980344 LOC ACCT CHECK FUND TYPE G ACQUIRE 09/30/98 DPT JUD FIN INS CO #1124 JUDICIAL FINANCE GRT INS VAL 0.00	CAPITAL ASSET Y UNITS 1 CST 1228.60 COST 1228.60 FINANCE
			EST LIFE 3 DEP N POST DP N DEP METH SALVAGE VALU ACCUM DEP REM BOOK BASIS DEP BASIS LAST POSTING DATE SALE AMOUNT RETIRED DATE

DISTRIBUTION INFORMATION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
46939	MODULAR FURNITURE -000 MFR KIMBALL MODEL DESK - CHERRY FINISH S/N INVENTORY DATE CONDITION GOOD NEXT SCHEDULED MAINTENANCE 06/23/09	FUNDING GENERAL VENDOR KIMBALL INTERNATIONAL PO 980344 LOC ACCT CHECK FUND TYPE G ACQUIRE 09/30/98 DPT JUD FIN INS CO #1124 JUDICIAL FINANCE GRT INS VAL 0.00	CAPITAL ASSET Y UNITS 1 CST 1228.60 COST 1228.60 FINANCE	EST LIFE 3 DEP N POST DP N DEP METH SALVAGE VALU ACCUM DEP REM BOOK BASIS DEP BASIS LAST POSTING DATE SALE AMOUNT RETIRED DATE
				1.00

DISTRIBUTION INFORMATION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
46940	MODULAR FURNITURE -000 MFR KIMBALL MODEL DESK - CHERRY FINISH S/N INVENTORY DATE CONDITION GOOD NEXT SCHEDULED MAINTENANCE 06/23/09	FUNDING GENERAL VENDOR KIMBALL INTERNATIONAL PO 980344 LOC ACCT CHECK FUND TYPE G ACQUIRE 09/30/98 DPT JUD FIN INS CO #1124 JUDICIAL FINANCE GRT INS VAL 0.00	CAPITAL ASSET Y UNITS 1 CST 1228.60 COST 1228.60 FINANCE	EST LIFE 3 DEP N POST DP N DEP METH SALVAGE VALU ACCUM DEP REM BOOK BASIS DEP BASIS LAST POSTING DATE SALE AMOUNT RETIRED DATE
				1.00

DISTRIBUTION INFORMATION
 FUNCTION SPI DEFAULT

ACTIVITY
 SPI DEFAULT

DEP ORGN

ACCOUNT

PCT
 1.00

SELECTION CRITERIA: assets.tagno between '46937' and '46942'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
46941	MODULAR FURNITURE -000 MER KIMBALL MODEL DESK - CHERRY FINISH S/N INVENTORY DATE CONDITION GOOD NEXT SCHEDULED MAINTENANCE	FUNDING GENERAL VENDOR KIMBALL INTERNATIONAL PO 980344 CHECK FUND TYPE G ACQUIRE 09/30/98 DPT JUD FIN INS CO #1124 JUDICIAL FINANCE INS VAL 0.00	CAPITAL ASSET Y UNITS 1 CST 1228.60 COST 1228.60 JUDICIAL FINANCE 0.00
			EST LIFE 3 DEP N POST DP N DEP METH SALVAGE VALU 1228.60 ACCUM DEP 1228.60 REM BOOK BASIS DEP BASIS 1228.60 LAST POSTING DATE 09/30/06 SALE AMOUNT RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	SPI	DEFAULT	ACTIVITY	SPI	DEFAULT	DEP ORGN	ACCOUNT	PCT
46942								
-000	MODULAR FURNITURE		FUNDING GENERAL					
	MER KIMBALL		VENDOR KIMBALL INTERNATIONAL					
	MODEL DESK - CHERRY FINISH		PO 980344					
	S/N		CHECK					
	INVENTORY DATE		FUND TYPE G ACQUIRE 09/30/98					
	CONDITION GOOD		DPT JUD FIN INS CO #1124 JUDICIAL FINANCE					
	NEXT SCHEDULED MAINTENANCE		INS VAL 0.00					

DISTRIBUTION INFORMATION

FUNCTION	SPI	DEFAULT	ACTIVITY	SPI	DEFAULT	DEP ORGN	ACCOUNT	PCT
REPORT TOTAL	5	RECORDS SELECTED						
		COST						
		INSURANCE VALUE						
		SALVAGE VALUE						
		ACCUMULATED DEPRECIATION						
		SALE AMOUNT						

SUNGAURD PENITENTIARY
DATE: 07/02/2014
TIME: 15:10:22

ESCAMBIA COUNTY CLERK - LIVE
COC DISPOSALS

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno,assets.improvement_num

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION

ACQUISITION INFORMATION

DEPRECIATION INFORMATION

46944	MODULAR FURNITURE	CLM M	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE			
-000	MFR KIMBALL	CAT 102	VENDOR KIMBALL	INTERNATIONAL	DEP N POST DP N	DEP METH			
S/N	MODEL DESK - CHERRY FINISH	LOC ACCT	PO 980344	UNITS 1	SALVAGE VALU				
INVENTORY DATE		FUND TYPE	CHECK	UN CST 1702.10	ACCUM DEP				.00
CONDITION GOOD	STATUS OLDACCT	DPT JUD FIN	G ACQUIRE 09/30/98	COST 1702.10	REM BOOK BASIS				.00
NEXT SCHEDULED MAINTENANCE		GRT	INS CO #1124 JUDICIAL FINANCE	INS VAL	DEP BASIS				1702.10
					LAST POSTING DATE				09/30/06
					SALE AMOUNT				.00
					RETIRED DATE				

DISTRIBUTION INFORMATION

FUNCTION SPI DEFAULT

ACTIVITY

SPI DEFAULT

DEP ORGN

ACCOUNT

PCT

47619	MODULAR FURNITURE	CLM M	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE			
-000	MFR KIMBALL	CAT 102	VENDOR KIMBALL	INTERNATIONAL	DEP N POST DP N	DEP METH			
S/N	MODEL DESK - CHERRY FINISH	LOC ACCT	PO 990274	UNITS 1	SALVAGE VALU				.00
INVENTORY DATE		FUND TYPE	CHECK	UN CST 1442.65	ACCUM DEP				.00
CONDITION GOOD	STATUS OLDACCT	DPT JUD FIN	G ACQUIRE 06/22/99	COST 1442.65	REM BOOK BASIS				.00
NEXT SCHEDULED MAINTENANCE		GRT	INS CO	INS VAL	DEP BASIS				1442.65
					LAST POSTING DATE				09/30/06
					SALE AMOUNT				.00
					RETIRED DATE				

DISTRIBUTION INFORMATION

FUNCTION SPI DEFAULT

ACTIVITY

SPI DEFAULT

DEP ORGN

ACCOUNT

PCT

47620	MODULAR FURNITURE	CLM M	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE			
-000	MFR KIMBALL	CAT 102	VENDOR KIMBALL	INTERNATIONAL	DEP N POST DP N	DEP METH			
S/N	MODEL DESK - CHERRY FINISH	LOC ACCT	PO 990274	UNITS 1	SALVAGE VALU				.00
INVENTORY DATE		FUND TYPE	CHECK	UN CST 1442.65	ACCUM DEP				.00
CONDITION GOOD	STATUS OLDACCT	DPT JUD FIN	G ACQUIRE 06/22/99	COST 1442.65	REM BOOK BASIS				.00
NEXT SCHEDULED MAINTENANCE		GRT	INS CO	INS VAL	DEP BASIS				1442.65
					LAST POSTING DATE				09/30/06
					SALE AMOUNT				.00
					RETIRED DATE				

DISTRIBUTION INFORMATION

FUNCTION SPI DEFAULT

ACTIVITY

SPI DEFAULT

DEP ORGN

ACCOUNT

PCT

REPORT TOTAL 3 RECORDS SELECTED
COST 4,587.40
INSURANCE VALUE .00
SALVAGE VALUE .00
ACCUMULATED DEPRECIATION 4,587.40
SALE AMOUNT .00

Kara Cowen (COC)

From: Carolyn Holland (COC)
Sent: Monday, June 30, 2014 1:28 PM
To: Kara Cowen (COC)
Subject: FW: Old Accounting Furniture

Hi Kara,

Could you please complete the disposition of property form for the old Accounting furniture? See below.

Thanks,

Carolyn Holland, Accounting

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-4141

From: Lendy Davis (COC)
Sent: Monday, June 30, 2014 1:21 PM
To: Carolyn Holland (COC)
Subject: Old Accounting Furniture

Carolyn,

The brown wooden office furniture in old Accounting all have property #s. Can this furniture be approved for disposal at the next available board meeting?

46937 – Cathy Reynolds
46938 – Auditor
46939 – Pam Hardy
46940 – Jennifer Wooton
46941 – John Huddleston
46942 – Carolyn Holland
46944 – Manager Office
47619 – Shirley Davis
47620 – Maria Orf

Thanks,

Lendy Davis, I.T.

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola, FL 32502
850-595-0171
lfDavis@escambiaclerk.com
www.EscambiaClerk.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6416

County Administrator's Report 15. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

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 Escambia County Corrections Department, Jail Division - 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, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department, as follows:

Vendor/Contractor	Amount	Contract Number
Henry Schein, Inc. Vendor #: 131760	\$80,000	State Contract # 475-000-11-1

[Funding: Fund 001, General Fund, Cost Center 290402, Jail Medical]

BACKGROUND:

Issuance of these Purchase Orders for the remainder of Fiscal Year 2013-2014 is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose functions include Law Enforcement related activities. These allocations are included in the Fiscal Year 2013-2014 Budget.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 290402, Jail Medical

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6438

County Administrator's Report 15. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Approval of Cooperative Agreement with the Escambia County School Board

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board approve and ratify the Chairman's signature on the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406]

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 juveniles incarcerated at the Escambia County Jail. This Agreement will set forth the terms and conditions whereby the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

BUDGETARY IMPACT:

Funding: Fund 111; Inmate Commissary, Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail 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

Cooperative Agreement

**COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County 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 children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the most effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

- A. 1003.53, F.S., Dropout Prevention and academic intervention
- B. 1003.21, F.S., School Attendance
- C. 402.22, F.S., Students in Residential Programs
- D. 1001.42, F.S., Powers and duties of district School Board
- E. 1000.21, F.S., Systemwide definitions
- F. 1011.60-1011.77, F.S., Funding for School Districts

G. No Child Left Behind Act of 2001

III. INTER/INTRA-AGENCY LINKAGES

- A. The County and the School District are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.
- B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. The County and the School District will work to ensure jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Jail staff.
- D. The County and the School District will strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:
 1. Establish a single intake procedure conducted by facility and school staff to reduce duplicated efforts.
 2. Establish procedures for staff from both agencies to meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.
 3. Establish mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. Mutual Responsibilities

The agencies mutually agree to the following:

1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.
2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.
3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.
4. Encourage local staff and parent participation in planning, program development and staffing.

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 Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.
9. Develop a process whereby the County will periodically notify the School District of all persons assigned to the Jail facility by providing appropriate staff a complete alphabetical roster with age, and a separate alphabetical roster of all persons twenty-two (22) years old and younger assigned to the facility.

B. Responsibilities of Escambia County Jail

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, the Escambia County Jail shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail's supported facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.
3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.
4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules, regulations.
5. Develop transition plans for students exiting an Escambia County Jail facility, involving a representative of the School District in planning the student's next placement. The transition plan shall be jointly developed and documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.
3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.
4. Provide general supervision of educational services through:
 - a. Review of the procedures documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.
 - b. Monitor and evaluate education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.
5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.
6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:
 - a. Provide a liaison network between the two agencies.
 - b. Monitor the implementation of this Agreement.
 - c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution.
 - d. Provide for the regular exchange of agency information.

V. ADMINISTRATIVE PROCEDURES

A. Timelines

This Cooperative Agreement shall become effective with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners and will continue from year to year unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. Confidentiality

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, 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.

VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to:

1. 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 youth when not in the education program.
2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.
2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

VII. AGENCY REPRESENTATIVES

School District Representative: Vickie Mathis, Director
Department of Alternative Education
850-430-7439

Escambia County: Commander Brett Whitlock
Detention Commander
850-436-9425

VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in s. 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

IX. ASSESSMENT

The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.
2. Collaboratively define assessment protocols for intake and educational services.

X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

The parties agree:

1. To integrate the education, treatment, and residential programs.
2. That educational service will follow a defined curriculum appropriate to the student's age and cultural background.
3. Instructional delivery methods are appropriate for the target population.
4. Pretest and posttest measures for content areas are available and utilized.
5. All youth have an individually prescribed integrated treatment/education plan.

6. To provide educational services year round using summer school or other district-approved schedules.

XI. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Exceptional Student Education.
2. In compliance with PL 107-110, Section 1423, the parties agree to meet all eleven (11) elements required in PL 107-110, Section 1425, as follows:
 - a. where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;
 - b. if the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;
 - c. where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
 - d. provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at a correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
 - e. work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
 - f. ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;
 - g. to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - h. where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;
 - i. coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;

- j. coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
 - k. where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.
3. To specify procedures for out-of-control students and class attendance in each facility's operation manual.
4. Ensure all teachers and educational personnel in DJJ detention and residential programs complete the required training for the Prison Rape Elimination Act of 2003 (PREA). The Department of Juvenile Justice is required by Federal Law to ensure that all individuals having contact with youth in Detention Centers and Residential Facilities are in compliance with the training requirement for PREA. This training includes:
 - a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website:
[http://www.djj.state.fl.us/partners/prison-rape-elimination-act-\(prea\)](http://www.djj.state.fl.us/partners/prison-rape-elimination-act-(prea)).
 - b. Document that the individual received training by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.
5. PREA training must be completed within thirty (30) days of the approval of this addendum for current teachers and educational personnel and within thirty (30) days for a new hire. Refresher training is required every two (2) years.

XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.
2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.
3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.

XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so that he or she may effectively transition to home, school and community. The

County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

- A. A specific transition program is in place at the facility and in the school system.
- B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.
- C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

XIV. TERM

This Agreement shall be in effect from July 1, 2014 to June 30, 2015.

XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: Lumon J. May
Lumon J. May, Chairman

Date: 7/8/2014

BCC Approved: _____
Deputy Clerk Date Ratified
(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY,
FLORIDA

By: Linda Moultrie
Linda Moultrie, Chair

Date: 05/20/2014

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAY 20 2014

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Digonda Carun


ATTEST:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR May 2014 AGENDA

[Signature]
MAY - 6 2014
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/1/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6504

County Administrator's Report 15. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Replacement Network and Telecommunications Equipment Purchase

From: David Musselwhite

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Replacement Purchase of Networking and Telecommunication Equipment Lost in the Central Booking and Detention Facility - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of the replacement equipment from Technology Integration Group, in the amount of \$86,764.14, based on Florida State Contract # 250-000-09-1 (Quote # 10170), for networking and telephone equipment destroyed in the April 30, 2014, explosion at the Central Booking and Detention Facility.

[Funding: Fund 001, General Fund, Risk Management/Insurance, Cost Center 140836]

BACKGROUND:

The Information Technology Department lost the following networking and telephone assets in the explosion of the Central Booking and Detention Facility.

115	Cisco IP Telephones	\$28,022.05
10	Wireless Access Points	\$4,844.30
13	48 Port Power over Ethernet Network Switches	\$45,980.87
1	24 Port Power over Ethernet Network Switch	\$2,285.00
1	24 Port Core switch	\$5,631.92

BUDGETARY IMPACT:

The Funds are available in the current budget under General Fund, Fund (001), Risk Management, Cost Center 140836, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No impact to existing personnel staffing.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60

IMPLEMENTATION/COORDINATION:

This purchase has been coordinated with the Office of Risk Management. The Information Technology Department will be responsible for the configuration and deployment of these devices.

Attachments

TIG Quote 10170



Technology Integration Group

Phone: 850-439-0090
 Fax: 850-439-0070
 106 East Gregory St
 Pensacola, FL 32502

Quote

No.: **10170**
 Date: **5/1/2014**

Technology Integration Group

formerly WAVEnet technologies, Inc.

Prepared for:
 Scott MacDonald 850.595.4686
 Escambia County, Board of County Commissioners
 221 Palafox, Suite 210
 Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
 Account No.: 543
 Phone: (850) 595-4993

Quantity	Item ID	Description	UOM	Sell	Total
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Florida State Contract: 250-000-09-1

Standard Overnight: To be Determined
Priority Overnight (10:30am Del): To be determined

115	CP-7945G=	CISCO IP PHONE 7945 GETH COL SPARE	EA	\$243.67	\$28,022.05
115	CON-SNT-CP7945	SMARTNET 8X5XNBD SVC CP-7945G-CCME	EA	\$0.00	\$0.00
10	AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	EA	\$484.43	\$4,844.30
10	CON-SNT-AIRCAPN2	SMARTNET 8X5XNBD 802.11n CAP w/CleanA	EA	\$0.00	\$0.00
5	WS-C2960X-48FPD-L	Catalyst 2960X 48 GigE PoE 740W, 2x10G SFP+, Lan Base	EA	\$3,536.99	\$17,684.95
5	CON-SNT-WSC296XL	Smartnet 8x5xNBD Catalyst 2960-X 48 GigE PoE 740W, 2x101	EA	\$0.00	\$0.00
Additional Switches:					
8	WS-C2960X-48FPD-L	Catalyst 2960X 48 GigE PoE 740W, 2x10G SFP+, Lan Base	EA	\$3,536.99	\$28,295.92
8	CON-SNT-WSC296XL	Smartnet 8x5xNBD Catalyst 2960-X 48 GigE PoE 740W, 2x101	EA	\$0.00	\$0.00
1	WS-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	EA	\$2,285.00	\$2,285.00
1	CON-SNT-WSC604DL	SMARTNET 8X5XNBD Catalyst 2960-X 24	EA	\$0.00	\$0.00
1	WS-C3560X-24T-E	Catalyst 3560X 24 Port Data IP Services	EA	\$4,136.72	\$4,136.72
1	C3KX-PWR-350WAC/2	BTO CAT3K-X 350W AC SECOND P/S	EA	\$249.20	\$249.20
1	C3KX-NM-10G=	CAT3K-X 10G NTWK MOD	EA	\$1,246.00	\$1,246.00
1	CON-SNT-3560X2TE	SMARTNET 8X5XNBD Catalyst 3560X 24 Port Data IP Services	EA	\$0.00	\$0.00

Your Price: \$86,764.14

Total: \$86,764.14

Quote
No.: **10170**
Date: 5/1/2014

Prices are firm until 7/25/2014 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com

Date: 5/1/2014

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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6473

County Administrator's Report 15. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Purchase of Two Vehicles for the Fire Services Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Vehicles for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-13-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2014 Chevrolet Silverado 1500 Double Cab 4WD 1WT vehicles, for the Fire Services Division, in accordance with the specifications, in the amount of \$60,466, to Garber Chevrolet Buick GMC Truck, Vendor #070423, VE 13-14.022.

[Funding: Fund 352, LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401]

BACKGROUND:

These vehicles are being purchased to replace vehicles located on Pensacola Beach and Perdido Key. They will be used to tow the jet skis that are used in water rescues as well as medical emergencies. The older vehicles have experienced severe corrosion and wear and tear due to constant exposure to salt water and sand.

BUDGETARY IMPACT:

Funding is available in Fund 352 LOST III, Cost Center 330228, Project Code 08FS0018, Account Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Garber Chevrolet Quote

Vehicle Specifications

VE13-14.022



Unit Description	CK15753
------------------	---------

Prepared for:

Prepared by:

5/20/2014

Escambia County Fire Rescue
 Attn: Deputy Chief Paul Williams
jpwillia@co_escambia.fl.us
 850-475-5530

Garber Chevrolet Buick GMC Truck
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

			Base Price	
CK15753	2014 Chevrolet Silverado 1500 Double Cab 4wd 1WT			\$26,896.00
Codes	Optional Equipment	OEM Msrp	OEM Disc. 0.00%	Net Price
1WT	1WT PREFERRED EQUIPMENT GROUP	Included	\$0.00	\$0.00
L83	ENGINE, 5.3L FLEXFUEL ECOTEC3 V8 (355hp)	1095	\$0.00	\$1,095.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC	Included	\$0.00	\$0.00
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING	Included	\$0.00	\$0.00
GU6	REAR AXLE, 3.42 RATIO	Included	\$0.00	\$0.00
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL	200	\$0.00	\$200.00
GAZ	SUMMIT WHITE	Included	\$0.00	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH	Included	\$0.00	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	Included	\$0.00	\$0.00
IO4	CHEVROLET MYLINK AUDIO SYSTEM	300	\$0.00	\$300.00
PCR	WT FLEET CONVENIENCE PACKAGE	320	\$0.00	\$320.00
Z82	TRAILERING PACKAGE	375	\$0.00	\$375.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	230	\$0.00	\$230.00
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	395	\$0.00	\$395.00
UF2	LED LIGHTING, CARGO BOX	60	\$0.00	\$60.00
CTD	CARGO TIE DOWNS (4), MOVABLE UPPER	60	\$0.00	\$60.00
TAG	TEMPORARY TAG	6	\$0.00	\$6.00
SPOT	SPOTLAMP, DRIVER-SIDE ONLY	296	\$0.00	\$296.00
DEL	DELIVERY	Included	\$0.00	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 30,233.00
Total x2 Units:				\$ 60,466.00

Prepared By:

administrator

Garber Fleet

3340 Hwy 17

Green Cove Springs, FL 32043

Phone: (904) 264-2442

Fax: (904) 284-0054

Email: garberfleet@garberautomall.com

2014 Chevrolet Silverado 1500

CK15753 4WD Double Cab 143.5" Work Truck w/1WT

Photo may not represent exact vehicle or selected equipment.

Prepared By:
 administrator
 Garber Fleet
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 Green Cove Springs, FL 32043
 Phone: (904) 264-2442
 Fax: (904) 284-0054
 Email:
 garberfleet@garberautomall.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>VQ2</u>
CK15753	2014 Chevrolet Silverado 1500 4WD Double Cab 143.5" Work Truck w/1WT	\$33,580.00	\$30,893.60

SELECTED VEHICLE COLORS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black/Dark Ash
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>VQ2</u>
SUSPENSION PKG			
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING (STD)	\$0.00	\$0.00
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
L83	ENGINE, 5.3L FLEXFUEL ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction with Flex Fuel capability, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm)	\$1,095.00	\$930.75
TRANSMISSION			
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

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 Fax: (904) 284-0054
 Email:
 garberfleet@garberautomall.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

CATEGORY

Code	Description	MSRP	VQ2
GVWR			
C5Z	GVWR, 7200 LBS. (3266 KG) (Requires 4WD models and (L83) 5.3L EcoTec3 V8 engine or (L86) 6.2L EcoTec3 V8 engine. Required with (NHT) Max Trailering Package on 2WD or 4WD models.)	\$0.00	\$0.00
AXLE			
GU6	REAR AXLE, 3.42 RATIO (Standard on 4WD (LV3) 4.3L EcoTec3 V6 engine and (L86) 6.2L EcoTec3 V8 engine. Available with (L83) 5.3L EcoTec3 V8 engine.)	\$0.00	\$0.00
PREFERRED EQUIPMENT GROUP			
1WT	1WT PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00	\$0.00
TIRES			
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL	\$200.00	\$170.00
PAINT SCHEME			
ZY1	PAINT, SOLID	\$0.00	\$0.00
PAINT			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
SEAT TYPE			
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER MANUAL RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manual adjustable driver lumbar. (STD)	\$0.00	\$0.00
SEAT TRIM			
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00	\$0.00
RADIO			
IO4	CHEVROLET MYLINK AUDIO SYSTEM, 4.2" DIAGONAL COLOR SCREEN WITH AM/FM STEREO, USB PORTS auxiliary jack, SD card slot, Bluetooth streaming audio for music and most phones, hands-free smartphone integration, Pandora Internet radio and voice-activated technology for radio and phone	\$300.00	\$255.00
ADDITIONAL EQUIPMENT			

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 garberfleet@garberautomall.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>VQ2</u>
ADDITIONAL EQUIPMENT			
PCR	WT FLEET CONVENIENCE PACKAGE includes (DL8) outside heated power-adjustable mirrors and (AQQ) Remote Keyless Entry	\$320.00	\$272.00
Z82	TRAILERING PACKAGE includes trailer hitch, 7-pin and 4-pin connectors	\$375.00	\$318.75
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$395.00	\$335.75
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER (Included and only available with (L83) 5.3L EcoTec3 V8 engine.)	INC	INC
---	BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENANCE-FREE with rundown protection and retained accessory power (Included and only available with V8 engines.)	INC	INC
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Requires (Z82) Trailing Package.)	\$230.00	\$195.50
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL (Included and only available with (RC3) P265/70R17 all-terrain blackwall tires.)	INC	INC
UF2	LED LIGHTING, CARGO BOX with switch on center switch bank	\$60.00	\$51.00
CTD	CARGO TIE DOWNS (4), MOVABLE UPPER	\$60.00	\$51.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK (includes driver's side spotter mirror) (Included and only available with (PCR) WT Fleet Convenience Package.)	INC	INC
---	BLUETOOTH FOR PHONE, PERSONAL CELL PHONE CONNECTIVITY TO VEHICLE AUDIO SYSTEM (Included and only available with (IO4) 4.2" diagonal color screen radio with Chevrolet MyLink.)	INC	INC
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS (Included and only available with (PCR) WT Fleet Convenience Package.)	INC	INC
OPTIONS TOTAL		\$3,035.00	\$2,579.75

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2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

PRICING SUMMARY

PRICING SUMMARY - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

	<u><i>MSRP</i></u>	<u><i>VQ2</i></u>
Base Price	\$33,580.00	\$30,893.60
Total Options:	\$3,035.00	\$2,579.75
Vehicle Subtotal	\$36,615.00	\$33,473.35
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,095.00	\$1,095.00
GRAND TOTAL	\$37,710.00	\$34,568.35

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2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

ENTERTAINMENT

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports auxiliary jack and SD card slot
- SiriusXM Satellite Radio, delete
- 6-speaker audio system

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P255/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P255/70R17 all-season, blackwall (Included and only available with (RBZ) P255/70R17 all-season, blackwall tires.)
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black
- Bumpers, rear, Black
- Recovery hooks, front, frame-mounted, black (Included with 4WD models only.) (Standard with 4WD models. Available with 2WD models.)
- Lamps, cargo area, cab mounted with switch on center switch bank
- Tailgate and bed rail protection cap, top
- Tailgate, locking utilizes same key as ignition and door
- CornerStep, rear bumper
- Headlamps, halogen reflector
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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3340 Hwy 17
Green Cove Springs, FL 32043
Phone: (904) 264-2442
Fax: (904) 284-0054
Email:
garberfleet@garberautomall.com

2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manual adjustable driver lumbar.
- Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor)
- Floor covering, Graphite-colored rubberized-vinyl, no floor mats included
- Steering column, Tilt-Wheel, manual with theft-deterrent locking feature
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Windows, power front and rear with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger on A-pillar

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

MECHANICAL

- Engine, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction with FlexFuel capability, capable of running on unleaded or up to 85% ethanol (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking
- Rear axle, 3.42 ratio (Standard on 4WD (LV3) 4.3L EcoTec3 V6 engine and (L86) 6.2L EcoTec3 V8 engine. Available with (L83) 5.3L EcoTec3 V8 engine.)
- Suspension Package, Handling/Trailering
- GVWR, 7100 lbs. (3221 kg) (Requires 4WD models and (LV3) 4.3L EcoTec3 V6 engine.)
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Body, Pick Up Box
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock
- Exhaust, aluminized stainless-steel muffler and tailpipe
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

SAFETY

- Daytime Running Lamps with automatic exterior lamp control
- Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete
- Tire Pressure Monitoring System (does not apply to spare tire)

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WARRANTY INFORMATION

WARRANTY INFORMATION - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Maintenance:

2 Years/24,000 Miles

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2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/

ENGINE

Engine Order Code	* L83
Engine Type	* Gas/Ethanol V8
Displacement	* 5.3L/325 CID
SAE Net Horsepower @ RPM	* 355 @ 5600
SAE Net Torque (lb ft) @ RPM	* 383 @ 4100

TRANSMISSION

Transmission order code	MYC
Transmission Type Description	6-Speed Automatic
Drive Train	Four Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	* 16.00
Hwy EPA fuel economy estimate (MPG)	22.00
City cruising range (mi)	* 416.00
Hwy cruising range (mi)	572.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Tru

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	4.00
Second Gear Ratio (:1)	2.40
Third Gear Ratio (:1)	1.50
Fourth Gear Ratio (:1)	1.20
Fifth Gear Ratio (:1)	0.90
Sixth Gear Ratio (:1)	0.70
Reverse Ratio (:1)	3.10
Clutch size (in)	
Power Take-Off	

TRANSFER CASE

Transfer case model	Magna MP1222/5/6
Gear Ratio (:1)	
Transfer case high gear ratio	1.00
Transfer case low gear ratio	2.72
Transfer case power take off	

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)	3.42	3.42

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	* 720.00			* 720.00
Alternator				
Alternator Amps	150.00			

COOLING SYSTEM

Cooling system capacity	* 15.60
Engine oil cooler	Yes

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TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	3,950.00	3,950.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			* - TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	- TBD -	- TBD -	- TBD -
Gross Vehicle Wt Rating (lbs)			* 7,200.00
Gross Combined Wt Rating (lbs)			* 15,000.00
 TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	* 5,000.00	* 500.00	
Weight Distributing Hitch (lbs)	* 9,600.00	* 1,152.00	
Fifth Wheel Hitch (lbs)	* 9,600.00	* 2,400.00	

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2014 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" W

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

SUSPENSION	Front	Rear	
Spring			
Spring Type	Independent	2-Stage Multi-Leaf	
Spring Capacity	3,950.00	3,950.00	
Axle			
Axle Type	- TBD -	- TBD -	
Axle Capacity	3,950.00	3,950.00	
Shock Absorber Diameter (mm)	1.81	1.38	
Stabilizer Bar Diameter (in)	1.35		
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	13.0 x 1.18	13.6 x 0.79	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	* RC3	* RC3	* RC4
Tire Size	* P265/70R17	* P265/70R17	* P265/70R17
Capacity	- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph	- TBD -	- TBD -	- TBD -
WHEELS	Front	Rear	Spare
Wheel Size	17 x 8.0	17 x 8.0	17 x - TBD -
Wheel Type	Steel	Steel	Steel

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TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

STEERING

Steering type	Electric Rack & Pinion
Ratio (:1)	
On Center	16.30
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	46.90
Wall-to-Wall	- TBD -

FUEL TANK

	Main	Auxiliary
Capacity	26.00	
Location	- TBD -	

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TECHNICAL SPECIFICATIONS

DIMENSIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

EXTERIOR DIMENSIONS

Wheelbase (in)	143.50
Length, Overall w/o rear bumper (in)	230.03
Width, Max w/o mirrors (in)	80.00
Height, Overall (in)	73.90
Overhang	
Overhang, Front	- TBD -
Front Bumper to Back of Cab (in)	141.37
Cab to Axle (in)	41.50
Cab to End of Frame (in)	- TBD -
Ground to Top of Load Floor (in)	34.50
Ground to Top of Frame (in)	- TBD -
Frame Width, Rear (in)	- TBD -
Ground Clearance	
Ground Clearance, Front	8.87
Ground Clearance, Rear	8.87

CARGO AREA DIMENSIONS

Cargo Box Length @ Floor (in)	78.87
Width	
Cargo Box Width @ Top, Rear	- TBD -
Cargo Box Width @ Floor	64.6
Cargo Box Width @ Wheelhousings	51.03
Cargo Box (Area) Height (in)	21.10
Tailgate Width (in)	62.20
Cargo Volume (ft ³)	61.00
Ext'd Cab Cargo Volume (ft ³)	- TBD - w/o Rear

INTERIOR DIMENSIONS

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TECHNICAL SPECIFICATIONS

DIMENSIONS - 2014 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" Work Truck w/1WT

INTERIOR DIMENSIONS

Passenger Capacity	6	
Seating Position	Front	Second
Head Room (in)	42.80	38.67
Leg Room (in)	45.27	34.63
Shoulder Room (in)	65.93	65.80
Hip Room (in)	60.73	60.23

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Customer File:



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

Base Description:

Year: 2014

Model: Chevrolet Silverado 1500 Double Cab 4WD 1Wt or Ford equivalent

Color: Summit White

Warranty: Manufacturers' listed standard equipment warranty

Model Profile – See attached

Vehicle Specifications and Manufacturer's Options – See Attached

Delivery required (from order date):

60 – 90 days

Maximum Budgeted Purchase Amount:

\$30,233 each

**Specification Number VE13-14.004 – Public Safety Department Vehicle Purchase #1
Chevrolet Tahoe 2WD Police**

Posting
Date

Friday, January 03, 2014

Due Date for Offers	
Depart. Contact	John Sims, Fire Services
Fleet Maint.	John Pearson, Fire Services

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 VE13-14.004 Public Safety Department Vehicle Purchase #1 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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6460

County Administrator's Report 15. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Lease of an Office/Warehouse Unit for the EMS Division

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Lease Agreement with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve, and authorize the Chairman to sign, the Lease Agreement between SLJM Properties, LLC, and Escambia County for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of \$935, commencing August 1, 2014, with an optional one-year term extension, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

BACKGROUND:

The county building (old firehouse) formerly used to store extra mechanical parts and supplies was heavily damaged by the April 29th flood event. A vacant 2,000 square foot unit has been located and determined to be adequate for EMS's needs for performance of minor repairs of its ambulance fleet. Currently, the EMS Fleet Supervisor performs such minor repairs at the Public Safety Building under less than ideal conditions.

Escambia County Code of Ordinances, Section 46-139, provides that certain procedures must be followed prior to the acquisition of real property by the county by purchase, lease, donation, or exchange. The recommended property has been reviewed in compliance with those procedures and the supporting documentation is attached.

BUDGETARY IMPACT:

The annual cost of this lease (\$11,220) is available in Fund 408 (EMS Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Agreement 760 Van Pelt Lane

Checklist for Acquisition of Real Property 760 Van Pelt Lane

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT is made this 19th day of June, 2014, by and between SLJM PROPERTIES, LLC, a Florida Limited Liability Company, whose address is 3 West Garden Street, Suite 504, Pensacola, Florida 32502, (Lessor), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Lessee).

WITNESSETH:

Lessor, for and in consideration of the payment of the rent and the performance of all other covenants and conditions described in this Lease Agreement, leases to the Lessee the real and/or personal property described below.

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee an office/warehouse unit located at 760 Van Pelt Lane, Unit "D", Pensacola, Florida (Property) as described on the attached Exhibits A, B, and C. The total floor area of that portion of the structure to be occupied by Lessee is 2,000 square feet. Lessee shall have reasonable use of the parking area on the Property but at no time will the number of parking spaces available to Lessee be less than three (3).
2. TERM OF LEASE. The Initial Term of the Lease Agreement shall be for one (1) year, commencing on August 1, 2014 (Effective Date) and ending on July 31, 2015. This Lease Agreement may be renewed by Lessee for an additional one (1) year term (Extended Term) under the same covenants and conditions, provided that Lessee shall deliver to the Lessor written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
3. RENT. Lessee shall pay to the Lessor monthly rent in the amount of \$935.00. Rent shall be paid on or before the first day of the month. The first month's rent shall be prorated to the Effective Date. On each annual anniversary of the Effective Date, Lessor may increase the rent by an amount up to and including three (3) percent of the current rent; provided, however, that the Lessor shall provide at least fifty (50) days written notice to Lessee of any proposed rent increase.
4. USE. The Property shall be used solely for minor fleet maintenance and storage purposes for Escambia County's Emergency Medical Services Division, unless Lessee first obtains written consent of Lessor.
5. TAXES. During the Initial Term or any Extended Term of this Lease Agreement, Lessor shall be responsible for all taxes due on the Property or arising out of the Lease Agreement, including but not limited to ad valorem real property taxes and sales taxes.

6. **MAINTENANCE AND UTILITIES.** Lessee shall be responsible for janitorial services for the Property. Lessor shall be responsible for all other maintenance on the Property, including but not limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, maintenance of the parking areas, exterior landscaping, and grounds keeping. Lessee shall be responsible for utility service charges for telephone, internet, and cable television. Lessor shall be responsible for all other utility service charges, including but not limited to electricity, water, sewer, and sanitation.

7. **REPAIRS.** Lessor shall be responsible for all repairs on the Property, including but not limited to the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the Lessor except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. **DESTRUCTION OF PROPERTY.** In the event that the Property is damaged or destroyed by fire, storm or other casualty so as to render it unsuitable for the purpose contemplated by this Lease Agreement, Lessee's obligation to pay rent shall cease from the date of the casualty, and Lessor shall promptly return the pro rata portion of any rent paid in advance.

9. **TERMINATION.** Lessor may terminate this Lease Agreement for material breach of its terms, provided that Lessor shall first provide Lessee with thirty (30) days written notice and reasonable opportunity to cure the breach. Lessee may terminate the Lease Agreement, for cause or convenience, upon ninety (90) days written notice to Lessor. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date.

10. **COMPLIANCE WITH LAWS.** Lessee will promptly comply with all applicable and valid laws, ordinances, and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the Property.

11. **EMINENT DOMAIN.** If all of the Property is taken under the power of eminent domain, or if only a part of the Property is so taken, and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then, in either event, this Lease Agreement shall terminate as of the date Lessee is required to give up the right to occupy or use any part of the Property. The termination of this Lease Agreement as provided above shall not operate to deprive Lessee of the right to assert a claim against the condemning authority for any damage suffered by Lessee. If this Lease Agreement is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rental.

12. **QUIET ENJOYMENT.** Lessee, upon paying the rent and performing the covenants and conditions in this Lease Agreement, shall quietly have, hold and enjoy the Property and all rights granted Lessee in this Lease Agreement during the Initial Term and any Extended Term. Lessor warrants that it is the owner of the Property.

13. **NOTICES.** All notices shall be in writing and delivered either to the intended party

personally, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses listed below, or to an address that either party may designate in writing and deliver to the other.

LESSOR: SLJM Properties, LLC
3 West Garden Street, Suite 504
Pensacola, FL 32502

LESSEE: Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

With a copy to:
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

14. COMPLETE AGREEMENT. This Lease Agreement contains a complete agreement between the parties and there are no other promises, representations or inducements. No modification to this Lease Agreement will be effective unless in writing and executed by both parties.

15. ALTERATIONS OR ADDITIONS. Alterations, modifications or additions to the Property, except minor alterations and interior decorating, shall not be made by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld. Any alterations or additions shall be done in a good and workmanlike manner and in compliance with applicable governmental rules and regulations with the cost being paid by the Lessee. At Lessor's option, Lessee shall remove such alteration, modification, or addition at the termination of the Lease Agreement and repair any damage caused by the removal.

16. RIGHT OF ENTRY. Lessee shall permit Lessor to enter the Property at all reasonable times for the purpose of inspecting or posting notices of non-responsibility for alterations, additions or repairs, providing that reasonable notice of such entry is furnished to Lessee.

17. INSURANCE. Lessee is self-insured pursuant to Section 768.28, Florida Statutes. Nothing in this Lease Agreement shall be construed as indemnity or waiver of sovereign immunity enjoyed by the Lessee, as provided in Section 768.28, Florida Statutes, or any other law pertaining to the limitations on claims.

18. WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

19. LATE CHARGES. All rental payments shall be due and payable in advance on or before the first day of each month. Any rental payment not paid when due and received by the Lessor by 5:00 P.M. on the 6th day of each month in which rent is due shall result in a late charge

calculated in accordance with Section 218.74, Florida Statutes.

20. INSURANCE. During the Initial Term and any Extended Term, Lessor shall maintain fire and extended coverage insurance for the full insurable value of the Property.

21. DISPUTE RESOLUTION. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

22. RADON GAS NOTIFICATION. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

IN WITNESS WHEREOF, the undersigned have set their hands on the dates below written.

Executed by Lessor on June 9, 2014.

SLJM PROPERTIES, LLC, a Florida Limited Liability Company

Witness Erin Shilling
Print Name Erin Shilling

Meri D. Asmar
By: Meri D. Asmar, Managing Member

Witness Callie Purvis
Print Name Callie Purvis

Executed by Lessee on _____, 2014.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date June 26, 2014

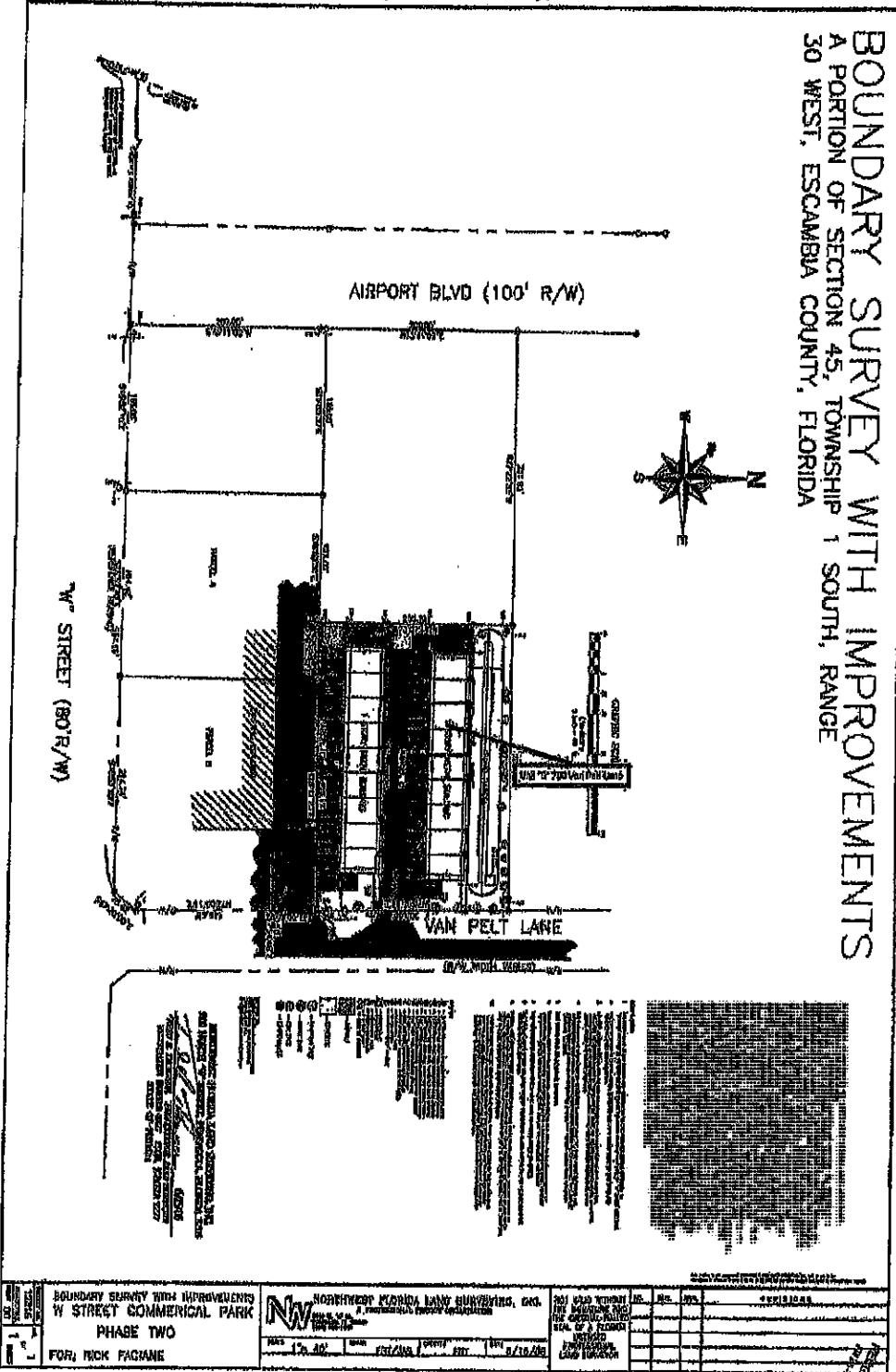
EXHIBIT "A"
(Legal Description of Parent Parcel)

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
PARCELS C & D & POND

COMMENCE AT THE NORTHWEST CORNER OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA. THENCE S0 NORTH 88 DEGREES 12 MINUTES 49 SECONDS EAST ALONG THE NORTH OF SAID SECTION 46 A DISTANCE OF 41.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF "F" STREET 20 FEET, THENCE S0 SOUTH 10 DEGREES 22 MINUTES 11 SECONDS EAST ALONG THE FORESAID EASTERLY RIGHT-OF-WAY LINE OF "F" STREET A DISTANCE OF 132.00 FEET TO THE INTERSECTION OF THE EAST END OF THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT BLVD. 110 FEET, THENCE S0 SOUTH 10 DEGREES 22 MINUTES 11 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF "F" STREET A DISTANCE OF 224.15 FEET, THENCE S0 SOUTH 17 DEGREES 20 MINUTES 20 SECONDS EAST A DISTANCE OF 248.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF VAN PELT LANE (NOW BROAD WALKS IN WIDTH), THENCE S0 NORTH 72 DEGREES 00 MINUTES 14 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VAN PELT LANE A DISTANCE OF 142.00 FEET, THENCE S0 SOUTH 17 DEGREES 20 MINUTES 20 SECONDS EAST A DISTANCE OF 61.00 FEET, THENCE S0 NORTH 17 DEGREES 20 MINUTES 20 SECONDS WEST 48 SECONDS EAST A DISTANCE OF 61.00 FEET, THENCE S0 NORTH 17 DEGREES 20 MINUTES 20 SECONDS WEST 14 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VAN PELT LANE A DISTANCE OF 27.25 FEET TO THE POINT OF BEGINNING, THENCE COGNATE NORTH 72 DEGREES 00 MINUTES 14 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 224.00 FEET, THENCE S0 NORTH 17 DEGREES 20 MINUTES 20 SECONDS WEST A DISTANCE OF 224.00 FEET, THENCE S0 SOUTH 17 DEGREES 20 MINUTES 20 SECONDS WEST A DISTANCE OF 224.00 FEET, THENCE S0 SOUTH 10 DEGREES 22 MINUTES 11 SECONDS EAST A DISTANCE OF 248.00 FEET, THENCE S0 SOUTH 10 DEGREES 22 MINUTES 11 SECONDS EAST A DISTANCE OF 224.15 FEET TO THE POINT OF BEGINNING, SAID PARCEL LYING IN SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA.

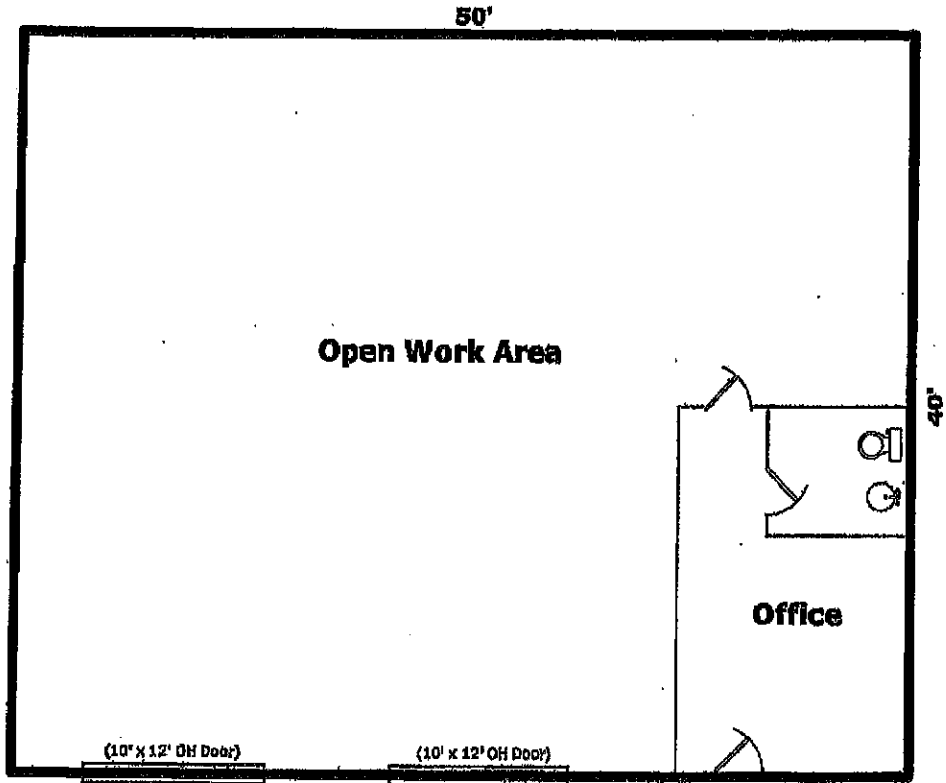
EXHIBIT "B"
(As Built Survey)

BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 45, TOWNSHIP 1 SOUTH, RANGE
30 WEST, ESCAMBIA COUNTY, FLORIDA



BOUNDARY SURVEY WITH IMPROVEMENTS W STREET COMMERCIAL PARK PHASE TWO FOR ROCK FACIAME	NW NORTHWEST FLORIDA LAND SURVEYING, INC. <small>INCORPORATED IN FLORIDA</small> 1700 1st Ave. S. Ste. 100 Panama City, FL 32364 (904) 762-1111 www.nwland.com	THIS PLAN SHOWS THE BOUNDARY AND THE LOCATION OF THE SURVEYED PORTION OF A PLANT OR BUILDING AS SHOWN ON THE PLAN. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.	REVISIONS	
			NO.	DATE

EXHIBIT "C"
(Floor Plan)



PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2013) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Meri D. Asmar, as Managing Member of SLJM Properties, LLC, a Florida Limited Liability Company, do hereby attest and affirm:

1. That the address for SLJM Properties, LLC is 3 W. Garden Street, Suite 504, Pensacola, Florida 32502.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibits A, B and C:

A. Meri Asmar 3 W. Garden St. Ste. 504 Pens, FL 32502
(Name) (Address)

Relationship/Interest: Member

B. Joel Asmar 3 W. Garden St. Ste 504 Pens, FL 32502
(Name) (Address)

Relationship/Interest: Member

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.

**SLJM PROPERTIES, LLC, a Florida
Limited Liability Company**

Witness Erin Shilling

Print Name Erin Shilling

Witness Callie Purvis

Print Name Callie Purvis

Meri D. Asmar
By: Meri D. Asmar, Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of June, 2014, by Meri D. Asmar, as Managing Member of SLJM Properties, LLC, a Florida Limited Liability Company on behalf of the company. He/She () is personally known to me, or () has produced current _____ as identification.



(Notary Seal)

Millie McHugh
Signature of Notary Public

Millie McHugh
Printed Name of Notary Public

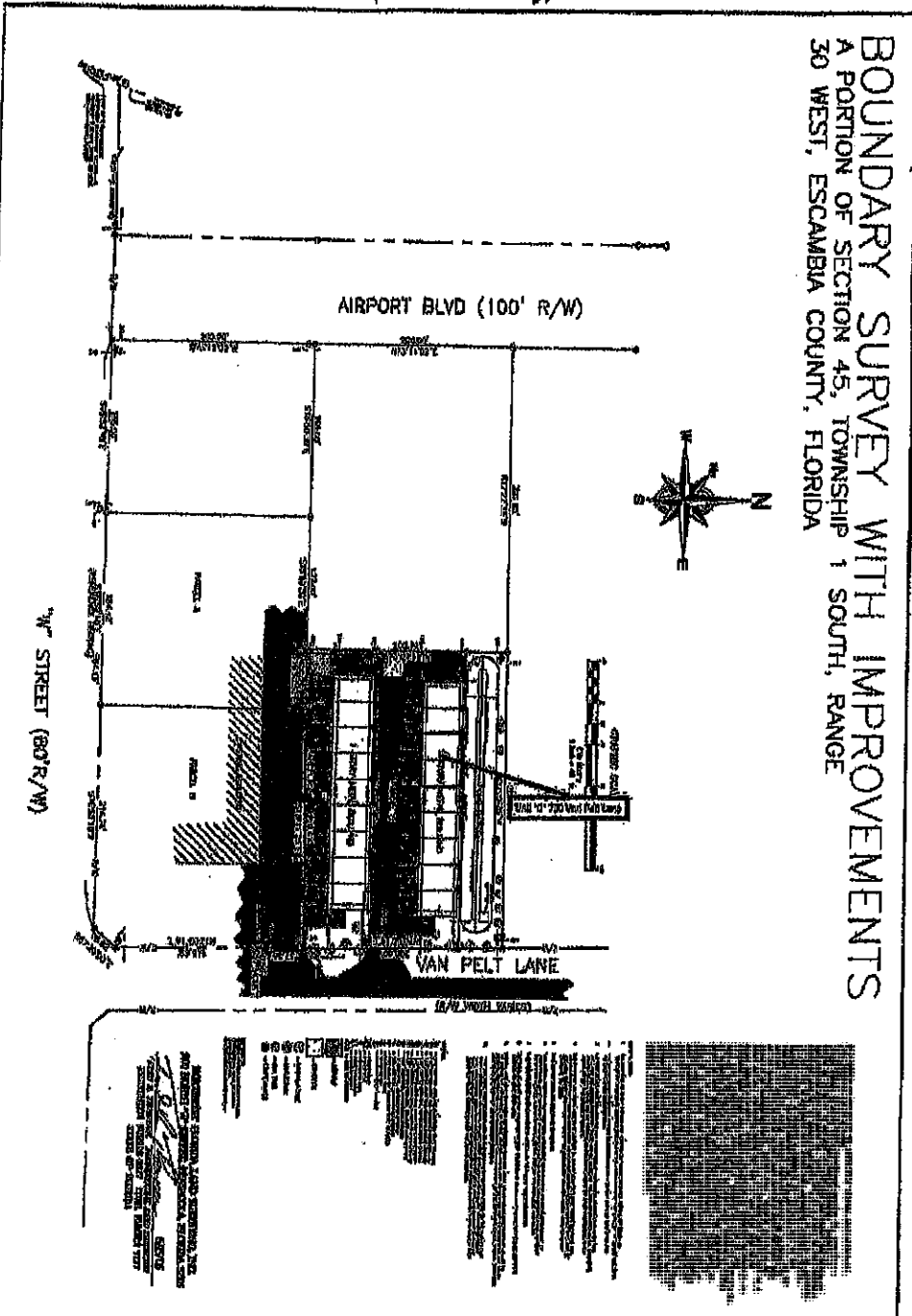
EXHIBIT "A"
(Legal Description of Parent Parcel)

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
PARCELS C & D & POND

COMMENCE AT THE NORTHWEST CORNER OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 35 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 22 DEGREES 42 MINUTES 40 SECONDS EAST ALONG THE NORTH OF SAID SECTION 46 A DISTANCE OF 41.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF "W" STREET (OF 100 FT). THENCE GO SOUTH 25 DEGREES 28 MINUTES 11 SECONDS EAST ALONG THE FOREWARD EASTERLY RIGHT-OF-WAY LINE OF "W" STREET A DISTANCE OF 100.00 FEET TO THE INTERSECTION OF THE EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT BLVD (100 FT) TO THE POINT OF BEGINNING. THENCE GO SOUTH 18 DEGREES 48 MINUTES 22 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF "W" STREET A DISTANCE OF 84.16 FEET. THENCE GO NORTH 01 DEGREE 24 MINUTES 00 SECONDS WEST A DISTANCE OF 84.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF MAIN PULP LANE (50 FT NORTH WAYS IN WIDTH). THENCE GO NORTH 72 DEGREES 05 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN PULP LANE A DISTANCE OF 145.00 FEET. THENCE GO SOUTH 17 DEGREES 58 MINUTES 40 SECONDS EAST A DISTANCE OF 105 FEET. THENCE GO NORTH 23 DEGREES 48 MINUTES 14 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN PULP LANE A DISTANCE OF 57.50 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 72 DEGREES 05 MINUTES 14 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 84.16 FEET. THENCE GO NORTH 17 DEGREES 28 MINUTES 25 SECONDS WEST A DISTANCE OF 84.16 FEET. THENCE GO SOUTH 75 DEGREES 07 MINUTES 40 SECONDS WEST A DISTANCE OF 84.16 FEET. THENCE GO SOUTH 48 DEGREES 25 MINUTES 20 SECONDS EAST A DISTANCE OF 84.16 FEET. THENCE GO SOUTH 18 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 84.16 FEET TO THE POINT OF BEGINNING. SAID POND LIES IN SECTION 46 TOWNSHIP 1 SOUTH RANGE 35 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "B"
(As Built Survey)

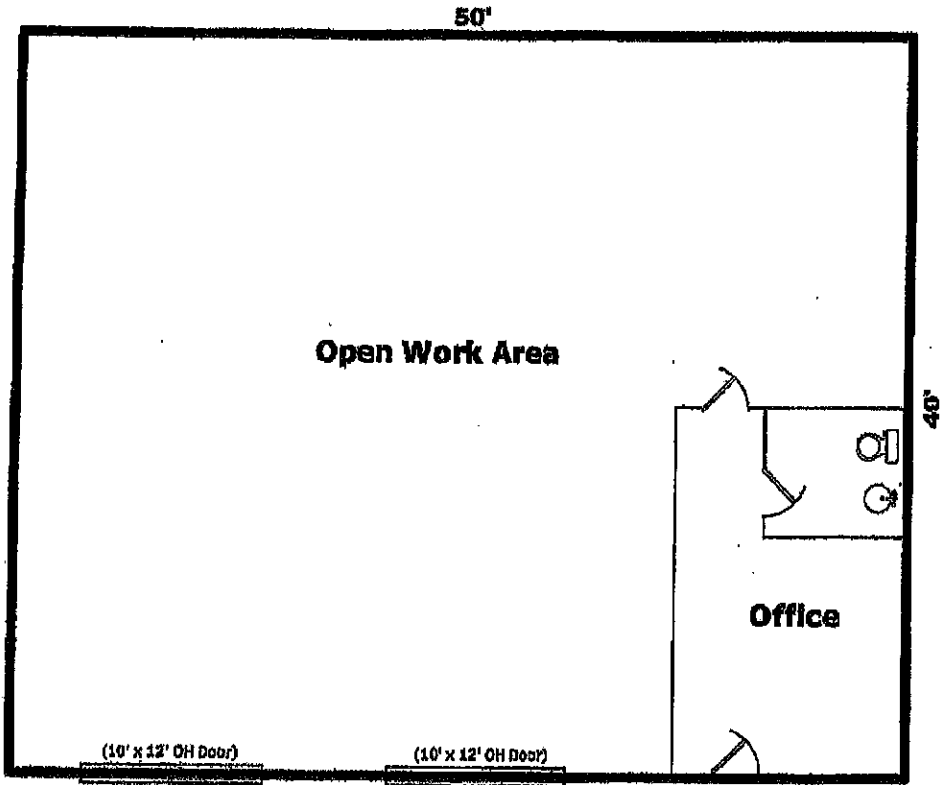
BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 45, TOWNSHIP 1 SOUTH, RANGE
30 WEST, ESCAMBIA COUNTY, FLORIDA



NOTICE TO CONTRACTORS:
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO DISCREPANCIES BETWEEN THE AS-BUILT SURVEY AND THE EXISTING RECORD SURVEY. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE BUILDING OR OTHER IMPROVEMENTS ON THE SITE. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PUBLIC RECORDS. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE ADJACENT RECORD SURVEYS. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE ADJACENT RECORD SURVEYS. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE ADJACENT RECORD SURVEYS.

BOUNDARY SURVEY WITH IMPROVEMENTS W STREET COMMERCIAL PARK PHASE TWO FOR: RICK FAGIANE	NORTHWEST FLORIDA LAND SURVEYING, INC. A PROFESSIONAL SERVICE CORPORATION 1210 W. 10th Ave., Escambia County, Florida 32110 Tel: 904-733-1111 Fax: 904-733-1112	SOI AND REPORT THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE ADJACENT RECORD SURVEYS	NO. 20 2011	2011	2011	2011	2011
		DATE: 12/10/2011 TIME: 10:00 AM BY: RICK FAGIANE FOR: RICK FAGIANE	NO. 20 2011	2011	2011	2011	2011

EXHIBIT "C"
(Floor Plan)





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 760 Van Pelt Lane

County Administrator (or designee) - Appraisals

Appraiser (1): Larry Goodwin

Date of appraisal: _____

Appraised value: Opinion of Fair Market Rent

Received by: _____

Comments: for property

Appraiser (2): _____

Date of appraisal: _____

Appraised value: _____

Received by: _____

Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____

Received by: _____

Comments: _____

Date of Phase II: _____

Received by: _____

Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____

Date: _____

Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____

Date: _____

Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____

Date: _____

Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____

Verified by: _____

Date: _____

Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____

Date: _____

Comments: _____

Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
AL: Certified General Real Property Appraiser G01003

June 25, 2014

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Re: Opinion of Fair Market Rent for an Office/Warehouse Unit
located at 760 Van Pelt Lane in Pensacola, Escambia
County, Florida.
B&A File No: SS14JP8026

Dear Mr. Goodwin:

As you have requested, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the fair market lease as of June 23, 2014, the last date of inspection.

The subject property consists of a 1,937-SF, office/warehouse unit, located at 760 Van Pelt Lane in Pensacola, Florida. The subject property is one unit of a larger office/warehouse complex. The entire complex is comprised of two buildings containing a total of 19,800-SF that were built in 2006, according to the Escambia County Property Appraiser. Based upon our exterior observation of the complex, we conclude it to be in average condition with an effective age of 8-years similar to the actual age. The property owner tells us that each building is segmented into five office/warehouse units, ranging in size from 1,000-SF to 2,000-SF. The buildings have a pre-engineered metal frame with metal panel walls and roof cover and a concrete foundation. The subject property is Unit D of the complex. The subject unit contains a total of 1,937-SF consisting of 197-SF of finished office space and 1,740-SF of open warehouse space. The subject has a 16-foot high eave height, two 10-ft. x 12-ft. roll up doors and two hollow core steel doors. The office space is segmented into a small office and two-fixture bathroom. The office and bathroom are finished with commercial vinyl tile flooring, painted drywall ceilings and walls. Lighting in the finished space is a combination of fluorescent and incandescent light fixtures. The warehouse area has a concrete floor, unfinished drywall wall coverings on the each side wall and vinyl backed insulation on the front and rear walls, as well as in the ceiling. The lighting for the warehouse area is fluorescent. The subject unit is located in the westernmost building of the complex and is accessed from Van Pelt Lane. All requisite utilities are available to the subject property including public water and public sewer.

The client has provided a copy of an unsigned lease agreement dated June 19, 2014, between SLJM Properties, LLC and Escambia County. The agreement describes the subject property, as Unit D of an office/warehouse complex located at 760 Van Pelt Lane. The lease states the subject property contains 2,000-SF and is being offered for lease for an amount of \$935 per month (\$11,220/year or \$5.79/SF on an annual basis) on a gross basis. We have included a copy of the lease in this document for the reader's review.



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

We have gathered several comps of properties similar to the subject. The comps include leased properties as well as active listings. Our search for comparable leases included similar office/warehouse facilities within a ten-mile radius of the subject property. We have included a location map and relevant data sheets for the comps deemed most similar to the subject property. Below we provide a grid summarizing relevant data for the selected comparables.

SUMMARY OF RENTAL COMPARABLES						
Comp No.	Property Address	Use	Leased Area (SF)	% Finished	Rent/SF	Lease Basis
Subject	760 Van Pelt Lane, Unit D	Office/Warehouse	1,937	10.00%	\$5.79	Gross
2	760 Van Pelt Lane, Unit C	Office/Warehouse	1,000	20.00%	\$6.42	Gross
3	3603 N Palafox Street	Office/Warehouse	3,300	45.45%	\$7.00	Gross
4	330 W Government Street	Office/Warehouse	2,130	0.00%	\$5.92	Gross
5	9724 Old Palafox Highway	Office/Warehouse	3,500	30.00%	\$5.75	Gross
6	8042 Old Palafox Highway	Office/Warehouse	3,000	100.00%	\$6.00	Gross
7	7797 Pine Forest Road	Office/Warehouse	3,050	12.16%	\$5.90	Gross
8	130 Industrial Boulevard	Office/Warehouse	4,601	44.49%	\$5.53	Gross
9	698 E. Heinberg Street, Suite 102	Office/Warehouse	1,600	25.00%	\$7.88	Gross
10	760-770 Van Pelt Lane (Asking)	Office/Warehouse	1,000 - 2,000	10% - 20%	\$5.61 - \$6.42	Gross

The selected comps range in size from 1,000-SF to 4,601-SF. The amount of finished space contained in the comps ranges from 0% to 100%. The leased comps produce a range of rents from \$5.53 per SF to \$7.88 per SF on a gross basis. During our inspection of the subject complex, it appeared that at least 25% of the complex was vacant. Based upon our analysis of the subject and comparable leases for similar properties and considering the observed vacancy level in the subject complex, we reconcile near the low end of the range at a lease rate of \$6.00 per SF, for the subject property, for a term of 1-5 years. We are of the opinion the proposed lease of the subject property at \$935 per month (\$5.79/SF on an annual basis) to be slightly below market rent levels.

OPINION OF MARKET RENT: \$968.50 PER MONTH (\$6.00/SF – GROSS BASIS) AS OF JUNE 23, 2014

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,

R. Shawn Brantley, MAI, CCIM
Florida Cert Gen RZ289

OPINION OF FAIR MARKET RENT

OFFICE/WAREHOUSE UNIT

LOCATED AT 760 VAN PELT LANE, UNIT D IN PENSACOLA,
ESCAMBIA COUNTY, FLORIDA

AS OF JUNE 23, 2014

B&A File No: SS14JP8026



PREPARED FOR
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
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David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
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June 25, 2014

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

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R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

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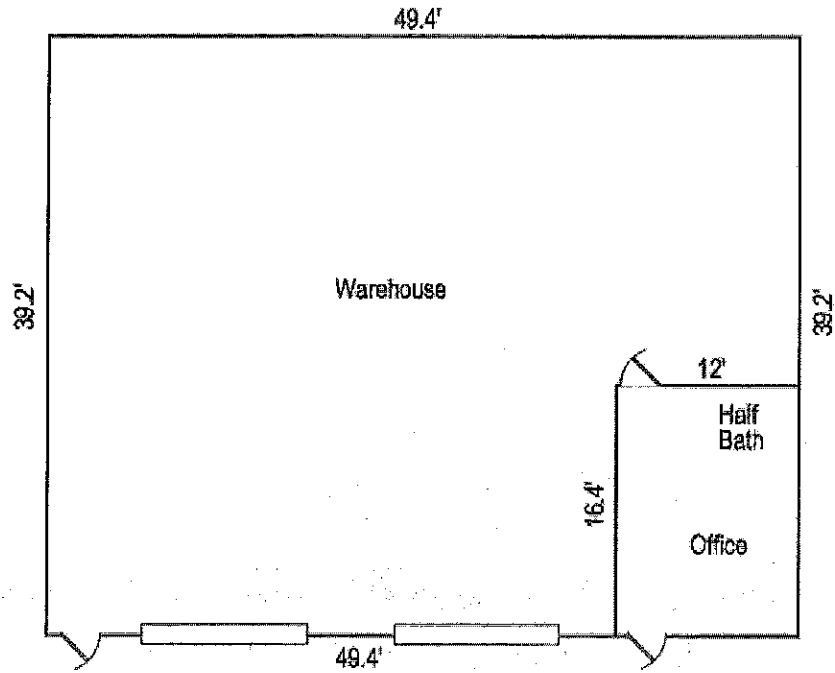
**OPINION OF MARKET RENT: \$968.50 PER MONTH (\$6.00/SF – GROSS BASIS)
AS OF JUNE 23, 2014**

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,

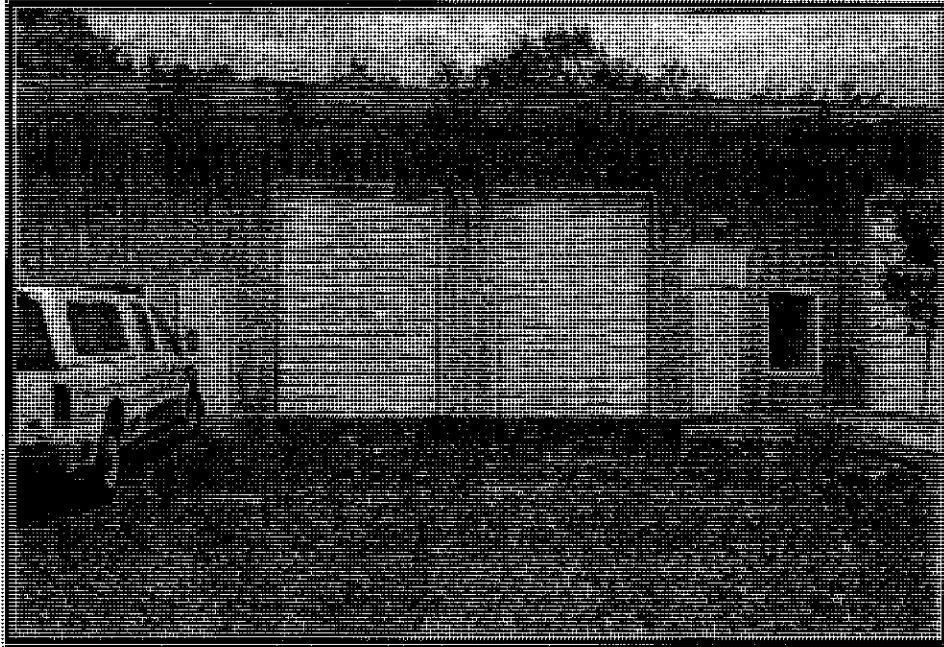
R. Shawn Brantley, MAI, CCIM
Florida Cert Gen RZ289

IMPROVEMENTS SKETCH

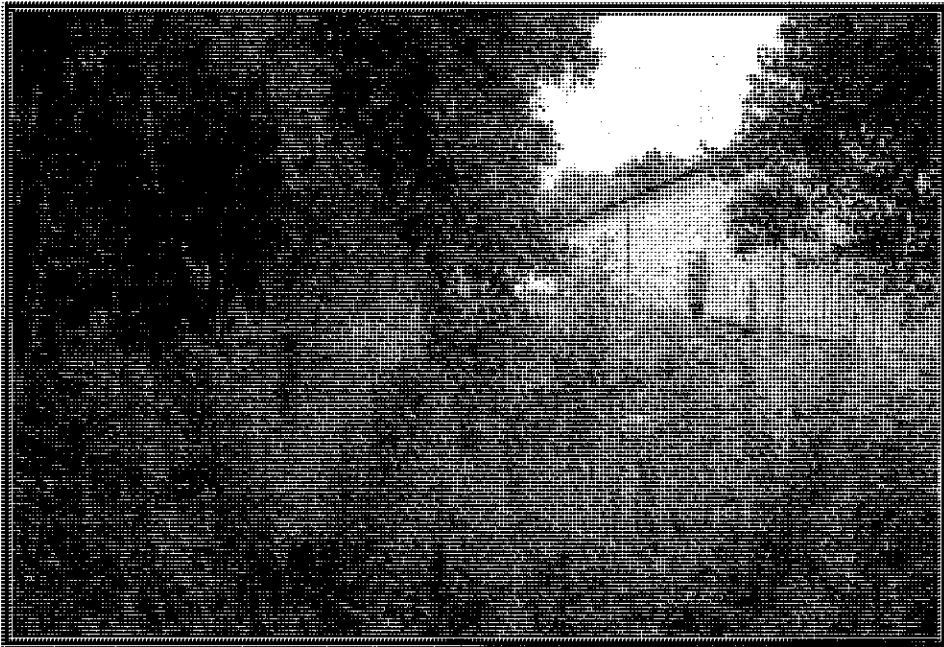


Finished Area:	±	197-SF
Warehouse Area:	±	1,740-SF
Total:	±	1,937-SF

PHOTOGRAPHS OF SUBJECT PROPERTY



Viewing east at the front of subject property, 6/23/14.

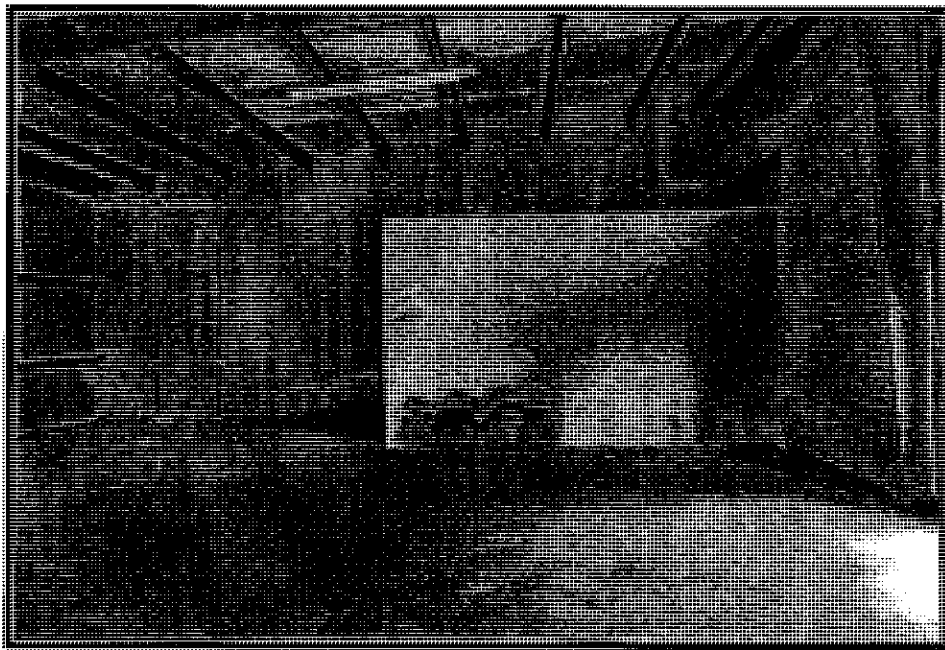


Viewing southwest at rear of office/warehouse complex containing subject property,
06/23/14.

PHOTOGRAPHS OF SUBJECT PROPERTY

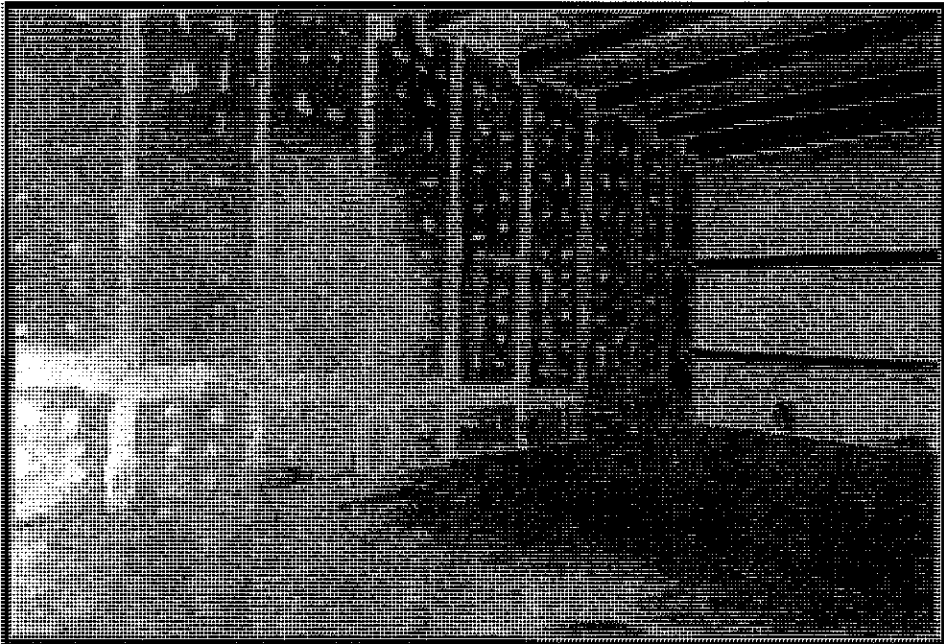


Viewing southeast at subject frontage and parking area, 06/23/2014

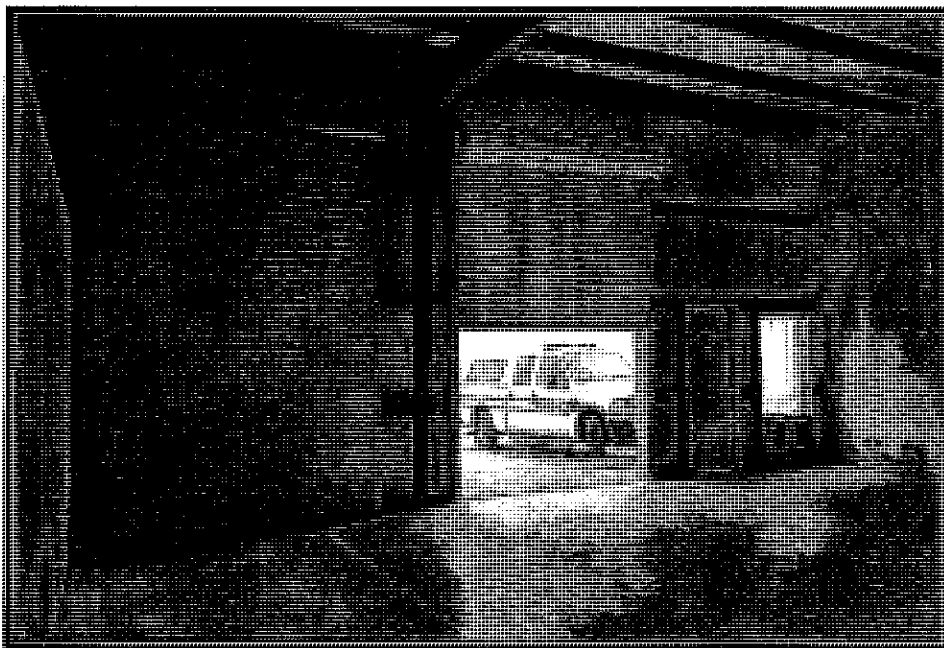


View of subject warehouse, 06/23/14

PHOTOGRAPHS OF SUBJECT PROPERTY

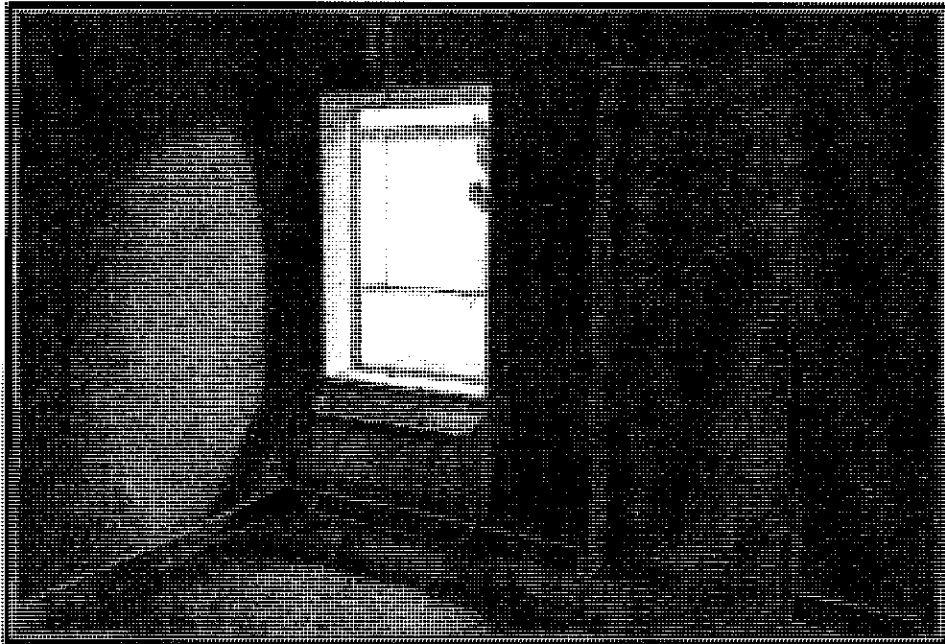


Additional view of subject warehouse area, 06/23/14

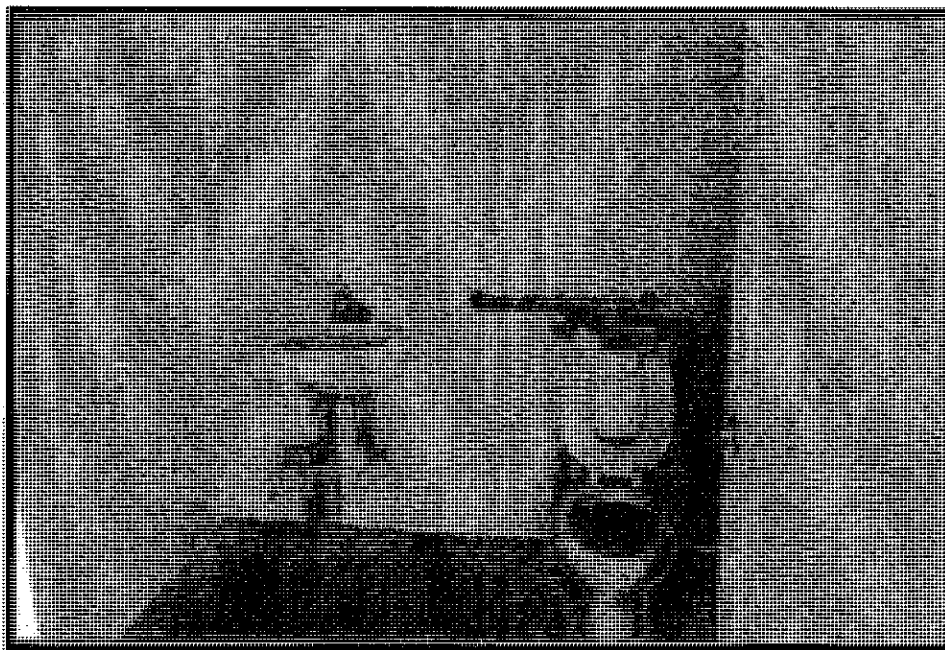


Additional view of subject warehouse area, 06/23/14

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject office area, 06/23/14



Subject bathroom, 06/23/14

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT is made this 19th day of June, 2014, by and between SLJM PROPERTIES, LLC, a Florida Limited Liability Company, whose address is 3 West Garden Street, Suite 504, Pensacola, Florida 32502, (Lessor), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Lessee).

WITNESSETH:

Lessor, for and in consideration of the payment of the rent and the performance of all other covenants and conditions described in this Lease Agreement, leases to the Lessee the real and/or personal property described below.

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee an office/warehouse unit located at 760 Van Pelt Lane, Unit "D", Pensacola, Florida (Property) as described on the attached Exhibits A, B, and C. The total floor area of that portion of the structure to be occupied by Lessee is 2,000 square feet. Lessee shall have reasonable use of the parking area on the Property but at no time will the number of parking spaces available to Lessee be less than three (3).
2. **TERM OF LEASE.** The Initial Term of the Lease Agreement shall be for one (1) year, commencing on July 1, 2014 (Effective Date) and ending on June 30, 2015. This Lease Agreement may be renewed by Lessee for an additional one (1) year term (Extended Term) under the same covenants and conditions, provided that Lessee shall deliver to the Lessor written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
3. **RENT.** Lessee shall pay to the Lessor monthly rent in the amount of \$935.00. Rent shall be paid on or before the first day of the month. The first month's rent shall be prorated to the Effective Date. On each annual anniversary of the Effective Date, Lessor may increase the rent by an amount up to and including three (3) percent of the current rent; provided, however, that the Lessor shall provide at least fifty (50) days written notice to Lessee of any proposed rent increase.
4. **USE.** The Property shall be used solely for minor fleet maintenance and storage purposes for Escambia County's Emergency Maintenance Services Department, unless Lessee first obtains written consent of Lessor.
5. **TAXES.** During the Initial Term or any Extended Term of this Lease Agreement, Lessor shall be responsible for all taxes due on the Property or arising out of the Lease Agreement, including but not limited to ad valorem real property taxes and sales taxes.

6. **MAINTENANCE AND UTILITIES.** Lessee shall be responsible for janitorial services for the Property. Lessor shall be responsible for all other maintenance on the Property, including but not limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, maintenance of the parking areas, exterior landscaping, and grounds keeping. Lessee shall be responsible for utility service charges for telephone, internet, and cable television. Lessor shall be responsible for all other utility service charges, including but not limited to electricity, water, sewer, and sanitation.

7. **REPAIRS.** Lessor shall be responsible for all repairs on the Property, including but not limited to the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the Lessor except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. **DESTRUCTION OF PROPERTY.** In the event that the Property is damaged or destroyed by fire, storm or other casualty so as to render it unsuitable for the purpose contemplated by this Lease Agreement, Lessee's obligation to pay rent shall cease from the date of the casualty, and Lessor shall promptly return the pro rata portion of any rent paid in advance.

9. **TERMINATION.** Lessor may terminate this Lease Agreement for material breach of its terms, provided that Lessor shall first provide Lessee with thirty (30) days written notice and reasonable opportunity to cure the breach. Lessee may terminate the Lease Agreement, for cause or convenience, upon ninety (90) days written notice to Lessor. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date.

10. **COMPLIANCE WITH LAWS.** Lessee will promptly comply with all applicable and valid laws, ordinances, and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the Property.

11. **EMINENT DOMAIN.** If all of the Property is taken under the power of eminent domain, or if only a part of the Property is so taken, and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then, in either event, this Lease Agreement shall terminate as of the date Lessee is required to give up the right to occupy or use any part of the Property. The termination of this Lease Agreement as provided above shall not operate to deprive Lessee of the right to assert a claim against the condemning authority for any damage suffered by Lessee. If this Lease Agreement is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rental.

12. **QUIET ENJOYMENT.** Lessee, upon paying the rent and performing the covenants and conditions in this Lease Agreement, shall quietly have, hold and enjoy the Property and all rights granted Lessee in this Lease Agreement during the Initial Term and any Extended Term. Lessor warrants that it is the owner of the Property.

13. **NOTICES.** All notices shall be in writing and delivered either to the intended party

personally, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses listed below, or to an address that either party may designate in writing and deliver to the other.

LESSOR: SLJM Properties, LLC
3 West Garden Street, Suite 504
Pensacola, FL 32502

LESSEE: Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

With a copy to:
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

14. **COMPLETE AGREEMENT.** This Lease Agreement contains a complete agreement between the parties and there are no other promises, representations or inducements. No modification to this Lease Agreement will be effective unless in writing and executed by both parties.

15. **ALTERATIONS OR ADDITIONS.** Alterations, modifications or additions to the Property, except minor alterations and interior decorating, shall not be made by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld. Any alterations or additions shall be done in a good and workmanlike manner and in compliance with applicable governmental rules and regulations with the cost being paid by the Lessee. At Lessor's option, Lessee shall remove such alteration, modification, or addition at the termination of the Lease Agreement and repair any damage caused by the removal.

16. **RIGHT OF ENTRY.** Lessee shall permit Lessor to enter the Property at all reasonable times for the purpose of inspecting or posting notices of non-responsibility for alterations, additions or repairs, providing that reasonable notice of such entry is furnished to Lessee.

17. **INSURANCE.** Lessee is self-insured pursuant to Section 768.28, Florida Statutes. Nothing in this Lease Agreement shall be construed as indemnity or waiver of sovereign immunity enjoyed by the Lessee, as provided in Section 768.28, Florida Statutes, or any other law pertaining to the limitations on claims.

18. **WAIVER.** The waiver by Lessor or Lessee of any breach of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

19. **LATE CHARGES.** All rental payments shall be due and payable in advance on or before the first day of each month. Any rental payment not paid when due and received by the Lessor by 5:00 P.M. on the 6th day of each month in which rent is due shall result in a late charge

calculated in accordance with Section 218.74, Florida Statutes.

20. **INSURANCE.** During the Initial Term and any Extended Term, Lessor shall maintain fire and extended coverage insurance for the full insurable value of the Property.

21. **DISPUTE RESOLUTION.** Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

22. **RADON GAS NOTIFICATION.** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

IN WITNESS WHEREOF, the undersigned have set their hands on the dates below written.

Executed by Lessor on _____, 2014.

SLJM PROPERTIES, LLC, a Florida
Limited Liability Company

Witness _____
Print Name _____

By: Meri D. Asmar, Managing Member

Witness _____
Print Name _____

Executed by Lessee on _____, 2014.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

Lamon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

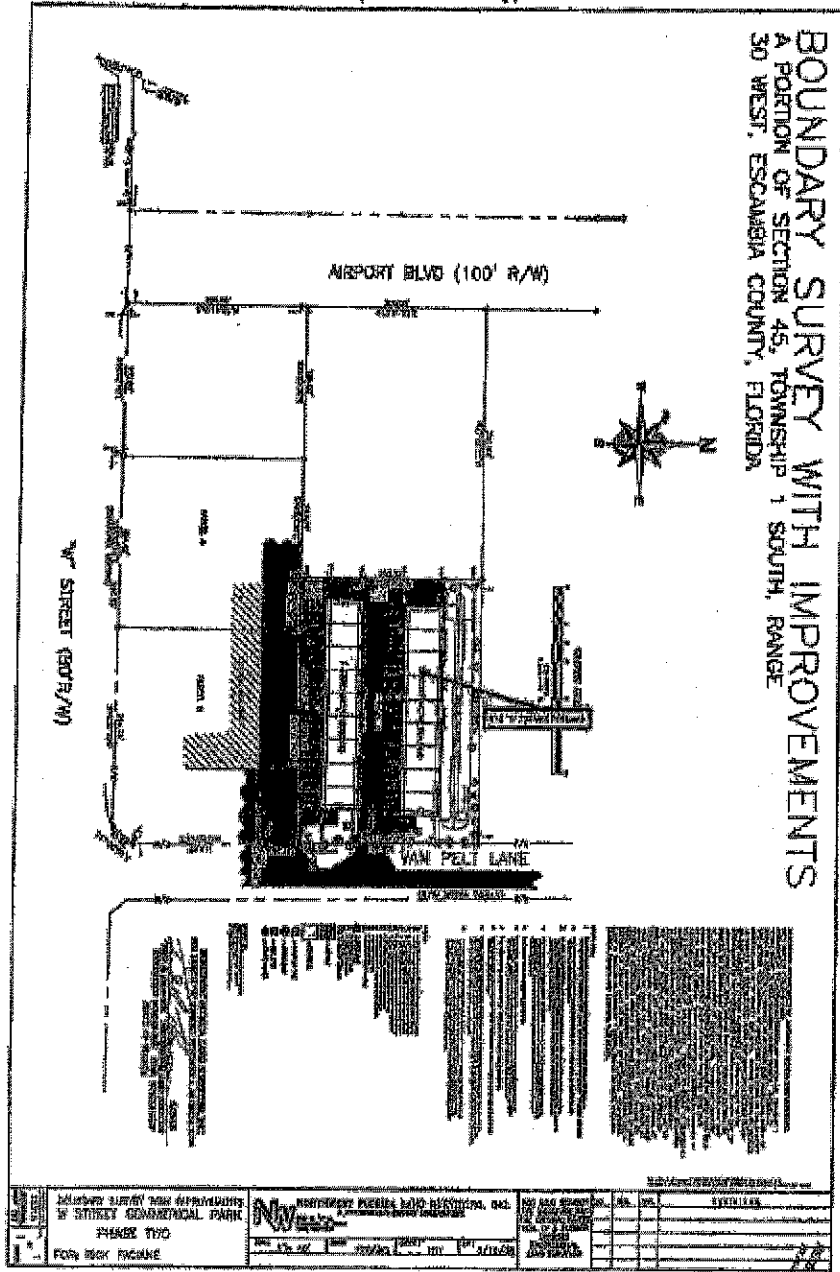
EXHIBIT "A"
(Legal Description of Parent Parcel)

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
PARCELS C & D & POND

TO HAVE AND TO HOLD unto the said heirs, assigns and assigns forever, all that certain parcel of land, to-wit: [The following text is extremely faint and illegible due to heavy noise and low contrast in the scan. It appears to be a detailed legal description of land parcels, including bearings, distances, and area calculations. The text is organized into several paragraphs, likely describing different sections or lots of the parent parcel. Key phrases that are faintly visible include 'to-wit', 'containing', 'more or less', and 'together with'. The text concludes with a statement of area, such as 'containing more or less the area of... acres, more or less'.]

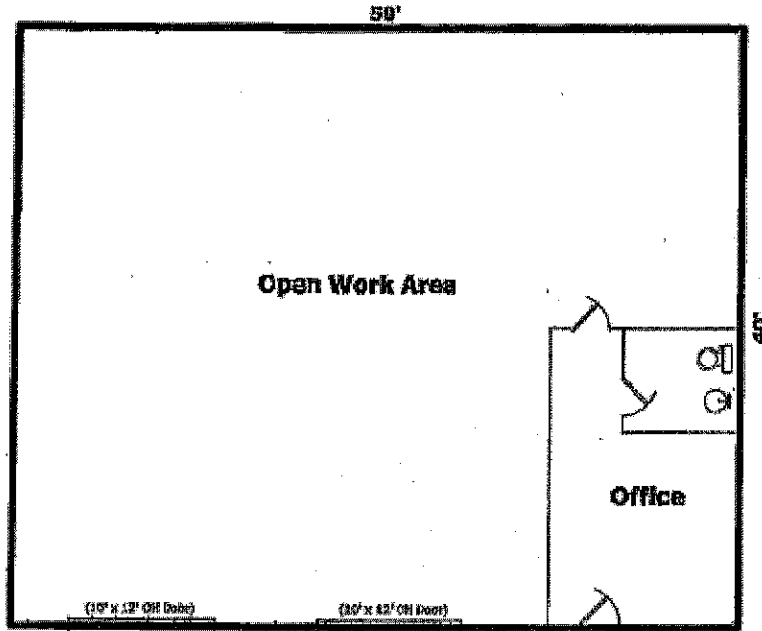
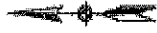
EXHIBIT "B"
(As Built Survey)

BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 45, TOWNSHIP 1 SOUTH, RANGE
30 WEST, ESCAMBAHA COUNTY, FLORIDA

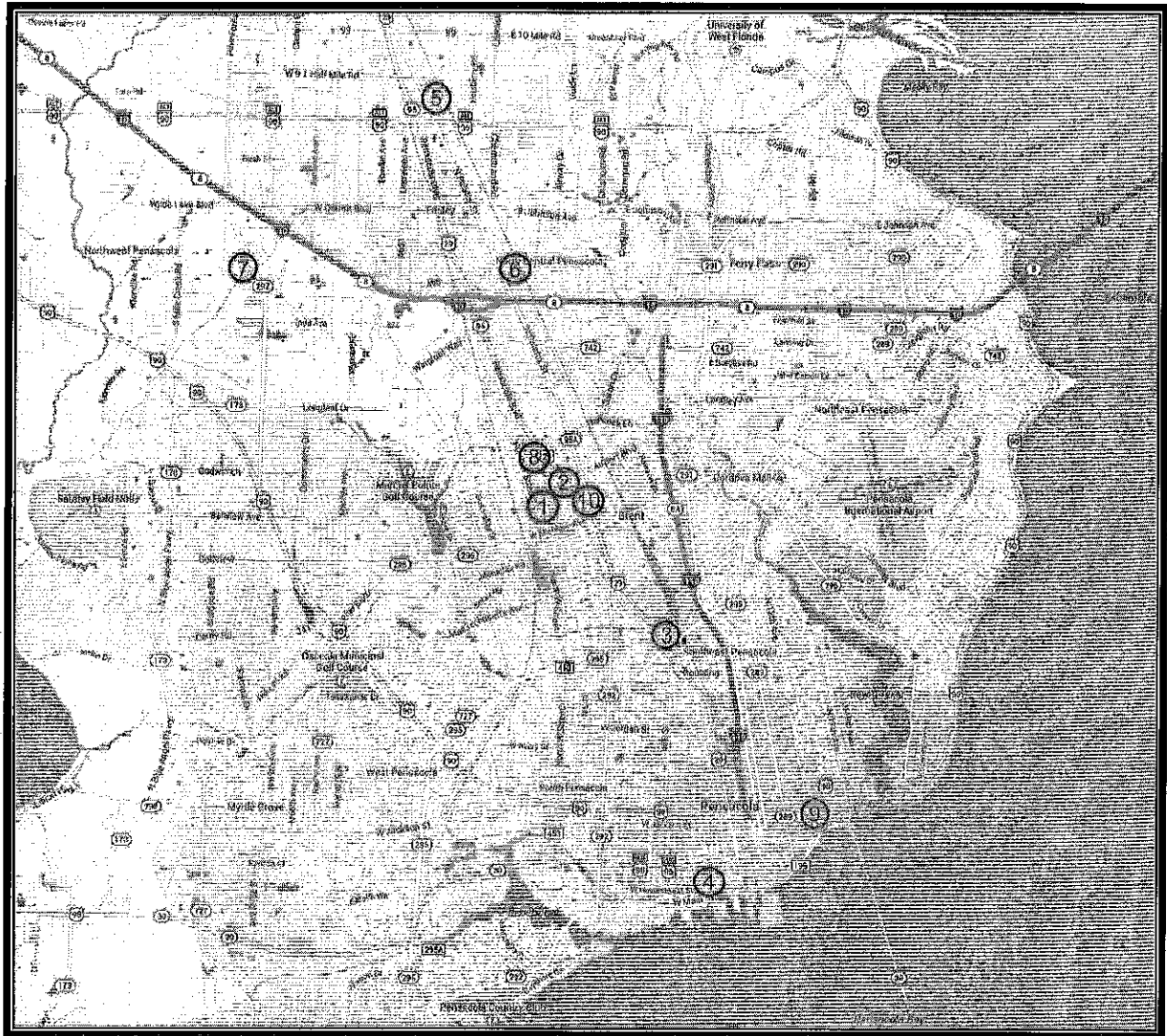


PREPARED BY SURVEYOR FOR BOOK FIGURE	REGISTERED PROFESSIONAL SURVEYOR, FLA. No. 12345	DATE 12/31/2023	SCALE AS SHOWN	TITLE	
				BOOK	PAGE
PROJECT NAME BOUNDARY SURVEY WITH IMPROVEMENTS IN SECTION 45, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBAHA COUNTY, FLORIDA				DRAWN BY DATE	

EXHIBIT "C"
(Floor Plan)



LOCATION MAP OF SUBJECT AND LEASE COMPARABLES



The subject property is Comp 1 and is denoted in red.

Improved Lease No. 1

Property Identification

Record ID 2025
Property Type Office/Warehouse
Property Name Office/Warehouse
Address 760 Van Pelt Lane, Unit D, Pensacola, Escambia County,
Florida 32505
Location Along the north side of Van Pelt Lane, east of North W Street
Tax ID 451S301000050007
Inspect Date June 23, 2014
Existing Use Office/Warehouse
MSA Pensacola
Market Type Office/Warehouse

Physical Data

SF 2,000
Area Breakdown Office 200
Warehouse 1,800

Construction Type Pre-engineered Metal
Roof Type Metal Panels
Foundation Concrete
Electrical Typical
HVAC Wall unit
Stories 1
Floor Height 16
Year Built 2006
Condition Average

General Lease Data

Tenant Escambia County
Typical Lease Term 12-months
Lease Type Modified Gross
Tenant Size 2,000 to 2,000

General Tenant Summary

Owner SLJM Properties, LLC
Management Co. SLJM Properties LLC
Verification Joel Asmar, Owner; 850-433-7631, June 20, 2014; Other
sources: Public Records, Confirmed by John Price
Renewals One year extension is available
Highest and Best Use Office/Warehouse
Encumbrances None adverse noted
Tenant Expenses Telephone, internet and cable

Rent Analysis

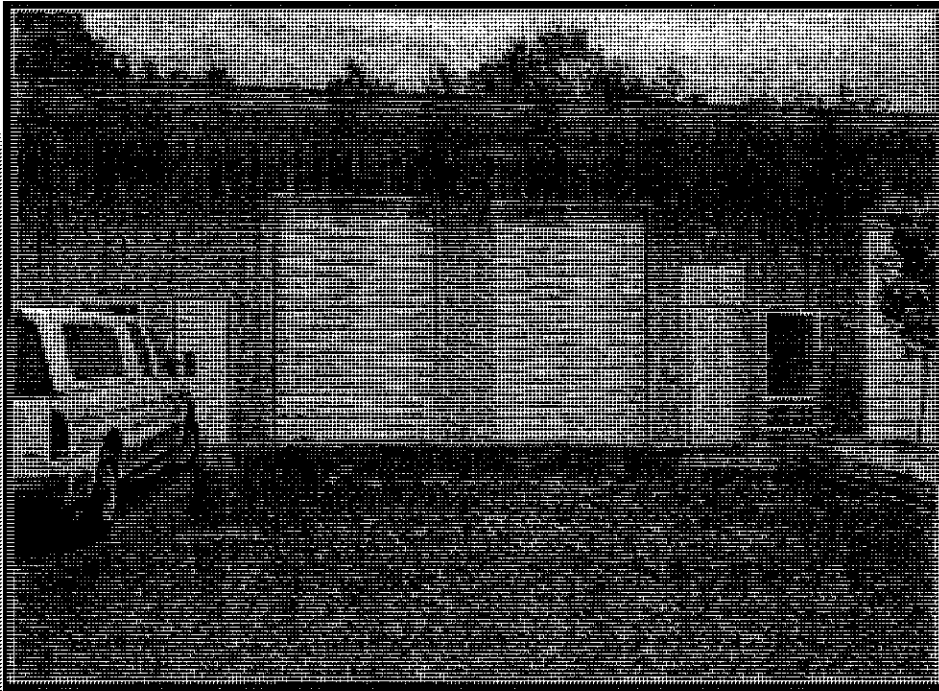
Actual Rent \$5.61/SF; \$5.61/SF Average

Improved Lease No. 1 (Cont.)

Remarks

This is the lease information for a 2,000-SF office/warehouse unit within a larger office/warehouse complex. This unit features 200-SF of office area with bathroom and a 1,800-SF of office area with two-10' x 12' rollup doors. The owner reports this lease will commence on July 1, 2014.

PHOTOGRAPH OF COMPARABLE 1



AERIAL PHOTOGRAPH OF COMPARABLE 1



Improved Lease No. 2

Property Identification

Record ID	2026
Property Type	Office/Warehouse
Property Name	Office/Warehouse
Address	760 Van Pelt Lane, Unit C, Pensacola, Escambia County, Florida 32505
Location	Along the north side of Van Pelt Lane
Tax ID	451S301000050007
Inspect Date	June 23, 2014
Existing Use	Office/Warehouse
MSA	Pensacola
Market Type	Office/Warehouse

Physical Data

SF	1,000
Area Breakdown	Office 200 Warehouse 800

Construction Type	Pre-engineered Metal
Roof Type	Metal Panels
Foundation	Concrete
Electrical	Typical
HVAC	Wall unit
Stories	1
Floor Height	16
Year Built	2006
Condition	Average

General Lease Data

Tenant	Breeze Autos, LLC
Typical Lease Term	12-months
Lease Type	Modified Gross
Tenant Size	1,000

General Tenant Summary

Owner	SLJM Properties, LLC
Management Co.	SLJM Properties, LLC
Verification	Joel Asmar, Owner; 850-433-7631, June 23, 2014; Other sources: Public Records, Confirmed by John Price
Highest and Best Use	Office/Warehouse
Encumbrances	None adverse noted
Tenant Expenses	Electricity and telephone

Rent Analysis

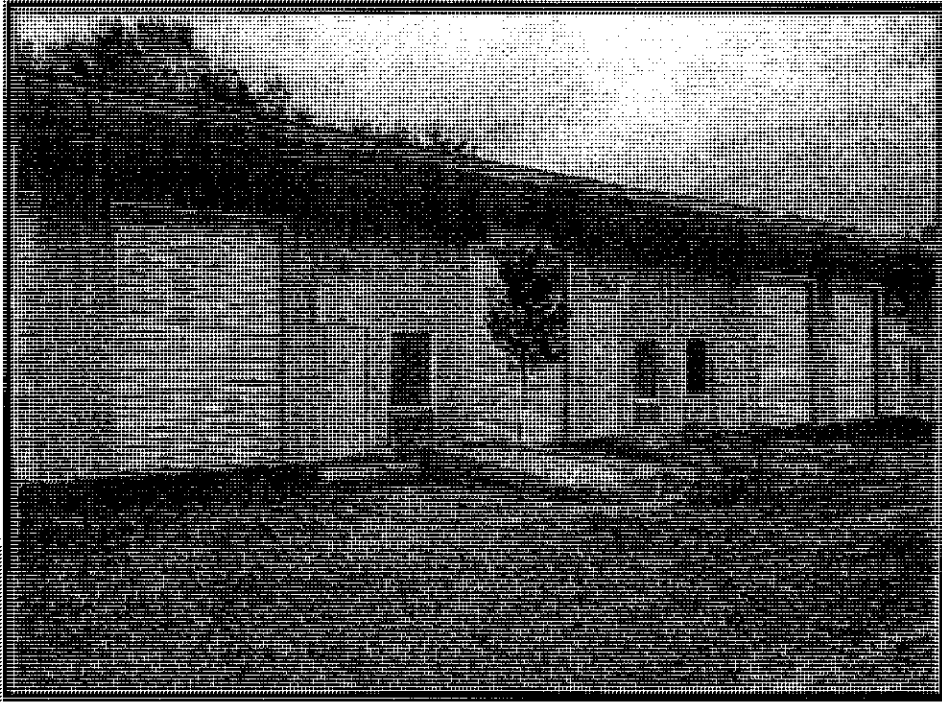
Actual Rent	\$6.42/SF Average
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Improved Lease No. 2 (Cont.)

Remarks

This is the current lease information for a 1,000-SF office/warehouse unit located in a larger office/warehouse complex. The unit features 200-SF of finished office space with a bathroom and 800-SF warehouse area with 1-10' x 12' rollup door. The owner reports the lease will commence on July 1, 2014.

PHOTOGRAPH OF COMPARABLE 2



AERIAL PHOTOGRAPH OF COMPARABLE 2



Improved Lease No. 3

Property Identification

Record ID	2028
Property Type	Office/Warehouse
Property Name	Office/Warehouse
Address	3603 North Palafox Street, Pensacola, Escambia County, Florida 32505
Location	Along the west side of North Palafox Street
Tax ID	052S301001001027
Existing Use	Office/Warehouse
MSA	Pensacola
Market Type	Office/Warehouse

Physical Data

SF	3,300
Area Breakdown	Office 1,500 Warehouse 1,800

Construction Type	Pre-engineered metal
Roof Type	Metal Panels
Foundation	Concrete slab
Electrical	Typical
HVAC	Central
Stories	1
Floor Height	16
Year Built	1957 Effective 1975
Condition	Average

General Lease Data

Tenant	Tri-State Water
Typical Lease Term	12-months
Lease Type	Gross
Tenant Size	3,300

General Tenant Summary

Owner	Palafox Property Investments,
Management Co.	Beck Property Co., LLC
Verification	Tracy Clark; 850-607-0885, June 23, 2014; Other sources: GCMLS #1907582; Public Records, Confirmed by John Price
Renewals	3-year renewal options with 3% increases/year
Highest and Best Use	Office/Warehouse/Showroom
Encumbrances	None adverse noted

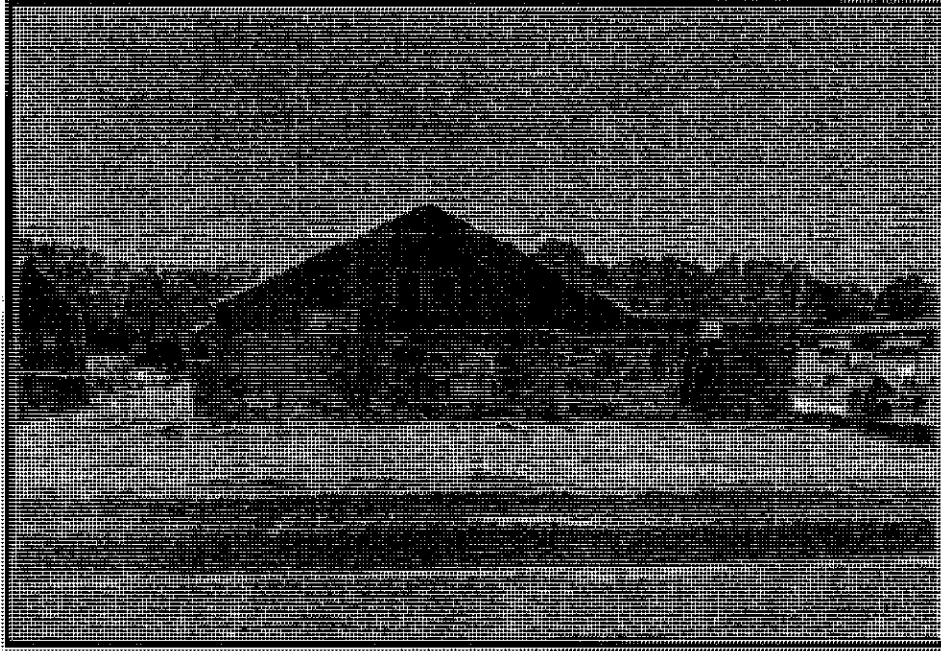
Rent Analysis

Actual Rent	\$7.00/SF Average
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Remarks

This is the current lease information for a 3,300-SF unit located at 3603 North Palafox Street in Pensacola, FL. The agent tells us the unit is segmented into 1,500-SF of finished office space and 1,800-SF of warehouse space. According to the agent the term is for one year with three year renewals that have 3% increases each year.

PHOTOGRAPH OF COMPARABLE 3



AERIAL PHOTOGRAPH OF COMPARABLE 3



Improved Lease No. 4

Property Identification

Record ID	2029
Property Type	Office/Warehouse
Property Name	Office/Warehouse
Address	330 W Government Street; Suite 330, Pensacola, Escambia County, Florida 32502
Location	At the intersection of W Government Street and S Devilliers Street
Tax ID	000S009070130038
Existing Use	Office/Warehouse
MSA	Pensacola
Market Type	Office/Warehouse

Physical Data

SF	2,130
Construction Type	Pre-engineered Metal
Roof Type	Metal Panels
Foundation	Concrete Slab
Electrical	400-amp service
Stories	1
Floor Height	14
Year Built	2003
Condition	Average

General Lease Data

Tenant	Not disclosed
Typical Lease Term	12-months
Lease Type	Gross Lease
Tenant Size	2,130

General Tenant Summary

Owner	William Hinson, Trustee for Na
Management Co.	NAI Halford
Verification	Tom Bell, LA; 850-449-1163, June 23, 2014; Other sources: GCMLS #1989387; Public Records, Confirmed by John Price
Highest and Best Use	Office/Warehouse
Encumbrances	None adverse noted
Tenant Expenses	Utilities

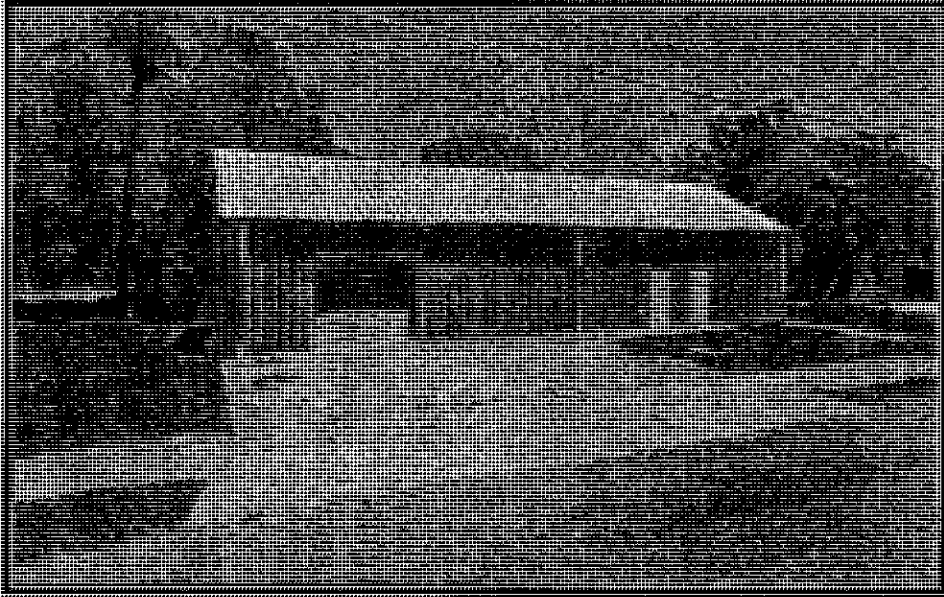
Rent Analysis

Actual Rent	\$5.92/SF Average
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Remarks

This is the current lease information for 2,130-SF office/warehouse building located at the intersection of W. Government Street and Devilliers Street in Pensacola, FL. The building contains a small amount of office space, however the agent was unsure of the office/warehouse breakdown.

PHOTOGRAPH OF COMPARABLE 4



AERIAL PHOTOGRAPH OF COMPARABLE 4



Improved Lease No. 5

Property Identification

Record ID 2020
Property Type Office/Warehouse Strip Center
Property Name Office/Warehouse Unit
Address 9724 N. Old Palafox Highway, Pensacola, Escambia County,
Florida 32534
Location Along the east side of North Palafox Street
Tax ID 081S303102000015
Inspect Date June 2, 2014
Existing Use Office/Warehouse Duplex
MSA Pensacola
Market Type Office/Warehouse

Physical Data

SF 3,500
Area Breakdown Office 1,050
Warehouse 2,450

Construction Type Pre-engineered metal
Roof Type Metal Panels
Foundation Concrete
Electrical Typical
HVAC Central
Stories 1
Floor Height 9
Year Built 1995
Condition Average

General Lease Data

Tenant Knox Pest Control
Typical Lease Term 36-months
Lease Type Gross Basis
Tenant Size 3,500

General Tenant Summary

Owner Liker Investments
Management Co. Beck Property Co, LLC
Verification Justin Beck, Agent; 850-529-7499, June 02, 2014; Other
sources: GCMLS #1930843, Confirmed by John Price
Tenant Expenses Interior maintenance and utilities

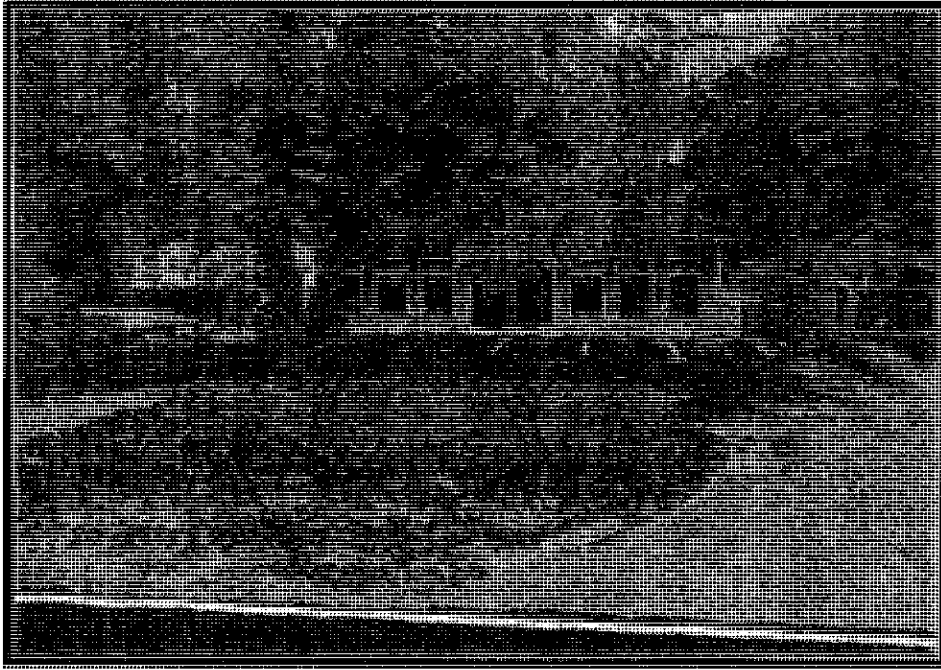
Rent Analysis

Actual Rent \$5.74/SF Average

Remarks

This is the lease information of a 3,500-SF office warehouse within a 7,000-SF duplex. The building is segmented into office within kitchen and a warehouse. Approximately 30% of the space is finished. The agent reports there is a common storage yard that is fenced and a small loading pad.

PHOTOGRAPH OF COMPARABLE 5



AERIAL PHOTOGRAPH OF COMPARABLE 5



Improved Lease No. 6

Property Identification

Record ID	2019
Property Type	Office/Warehouse Strip Center
Property Name	Office/Warehouse Unit
Address	8042 Old Palafox Highway, Pensacola, Escambia County, Florida 32534
Location	Along the east side of N Palafox Street
Tax ID	211S301101003050
Inspect Date	June 2, 2014
Existing Use	Office/Warehouse Complex
MSA	Pensacola
Market Type	Office/Warehouse

Physical Data

SF	3,000
Construction Type	Pre-engineered metal
Roof Type	Metal Panels
Foundation	Concrete slab
Electrical	Typical
HVAC	Central
Stories	1
Floor Height	14
Year Built	2009
Condition	Average

General Lease Data

Tenant	Emerald Coast Functional Fitness
Typical Lease Term	24-months
Lease Type	Gross Lease
Tenant Size	3,000

General Tenant Summary

Owner	ECBM LLC
Management Co.	Beck Property Co., LLC
Verification	David Valletto, Agent; 850-982-7532, June 02, 2014; Nicole Ard, Assistangt with Beck, 850-477-7044, June 02, 2014; Other sources: GCMLS #1769116, Confirmed by John Price
Tenant Expenses	Interior maintenance and utili

Rent Analysis

Actual Rent	\$6.00/SF Average
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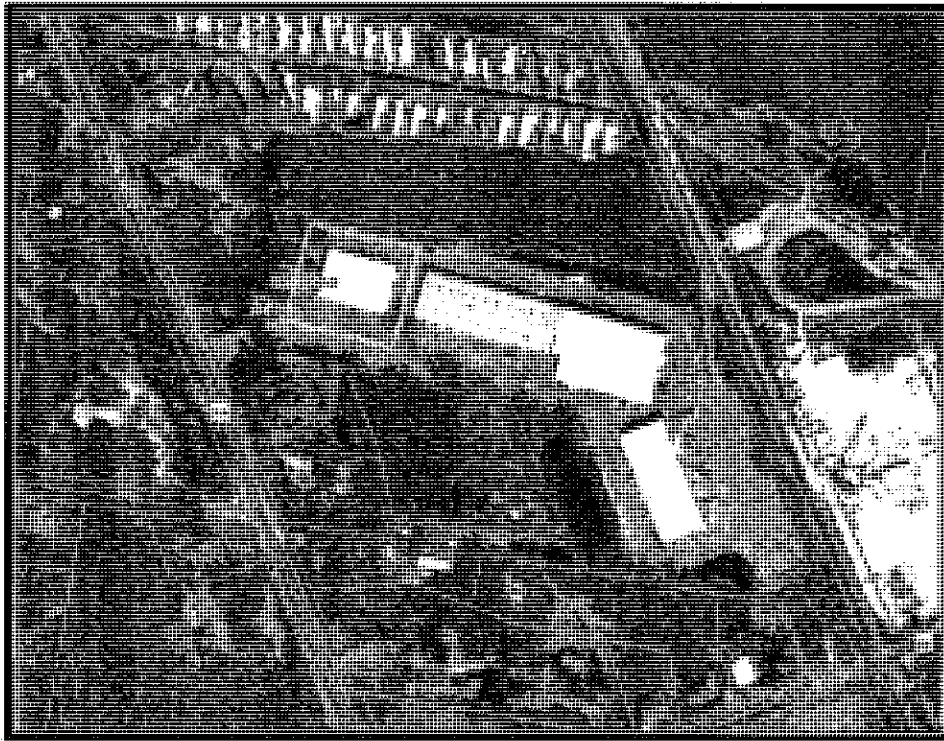
Remarks

This is the lease of a 3,000-SF unit in a larger 15,000-SF complex. The site is located along the east side of North Palafox Highway in Pensacola. The agent reports the space is segregated into a showroom and warehouse. There is a common loading dock with a 10'x10' roll up door. The property is currently leased as a gym and we spoke to an assistant of the listing agent who tells us the unit is segmented into office and warehouse space but was unaware of the extent of the heated and cooled space. Based on its use as a gym, we assume the space is 100% heated and cooled.

PHOTOGRAPH OF COMPARABLE 6



AERIAL PHOTOGRAPH OF COMPARABLE 6



Improved Lease No. 7

Property Identification

Record ID 2021
Property Type Commercial, Highway Commercial Development
Property Name Office/warehouse
Address 7797 Pine Forest Road, Pensacola, Escambia County, Florida
32526
Tax ID 131S311100001050
Inspect Date 05/30/2014
Existing Use Auto Parts Distributor

Physical Data

Gross SF 3,050

Area Breakdown

Office	371	per appraiser measurements
Warehouse	2,679	per appraiser measurements

Construction Type Metal panel
Roof Type Metal panel
Foundation Concrete
Electrical Typical
HVAC Central
Stories One
Year Built 1999 Per public records
Condition Average

General Lease Data

Tenant Bay Area Auto Parts
Typical Lease Term One year
Lease Type Gross

General Tenant Summary

Owner Bennie Rowland
Management Co. Owner
Verification Bennie Rowland, Owner/landlord; May 30, 2014; Other sources: Public records, inspection, Confirmed by David Singleton

Escalations None
Renewals None

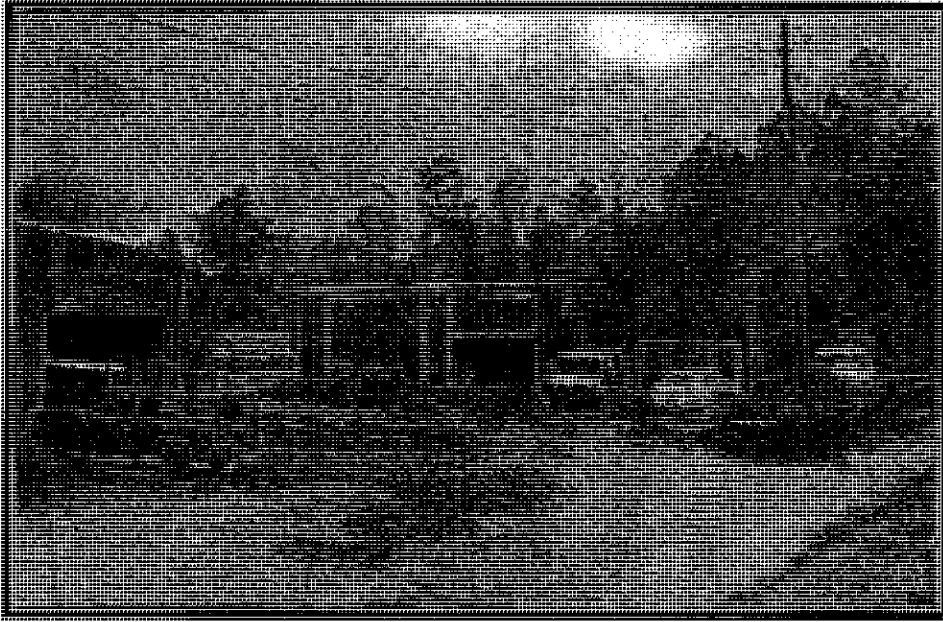
Rent Analysis

Actual Rent \$5.90/SF Average
Occupancy 100

Remarks

This is the rental data for an office/warehouse location off of Pine Forest Road. The interior features a warehouse area, an office area, and two 2-fixture bathrooms. There are three rollup doors in the warehouse area. This rental rate is \$1,500/month on a gross basis. This lease commenced January 1, 2014 and will terminate January 1, 2015.

PHOTOGRAPH OF COMPARABLE 7



AERIAL PHOTOGRAPH OF COMPARABLE 7



Improved Lease No. 8

Property Identification

Record ID 1326
Property Type Office and Warehouse
Property Name Office/Warehouse
Address 130 Industrial Blvd., Pensacola, Escambia County, Florida
32505
Location North side of Industrial Blvd. at Cul-de Sac
Tax ID Portion of 38-1S-30-3001-012-001
Inspect Date June 28, 2012

Physical Data

SF 4,601

Area Breakdown

Office	2,047	Conditioned
Warehouse	2,554	No A/C

Construction Type Pre Engineered Steel
Roof Type Metal Panels
Foundation CC Slab, Ground Level
Electrical Typical
HVAC Office Only
Stories One
Year Built 1995
Condition Average

General Lease Data

Typical Lease Term Three years commencing 5/01/2012
Lease Type Gross Basis
Tenant Size 4,601

General Tenant Summary

Owner FLA 111, LLC
Verification Joe Miller, Owner Rep.; Other sources: Inspection, Public Records, MLS #417667, Confirmed by Bruce A. Black
Rent Charges See Comments
Tenant Expenses Utilities, Garbage, Non-Struct

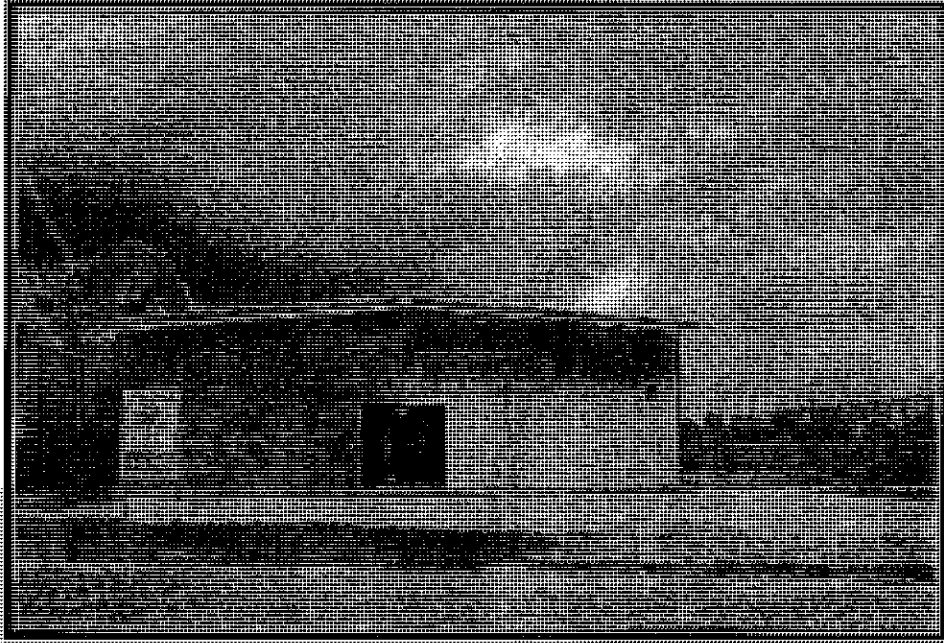
Rent Analysis

Actual Rent \$5.22/SF Average

Remarks

This is the rental data for an office/warehouse building located at 130 Industrial Blvd. in Pensacola, Florida. The 4,601 SF building is leased to Car City Collision for a 3 year term on a gross basis, ending on July 31, 2015. The rent commenced on August 1, 2012, and is \$5.22/SF for year 1, \$5.37/SF for year 2, and \$5.53/SF for year 3.

PHOTOGRAPH OF COMPARABLE 8



AERIAL PHOTOGRAPH OF COMPARABLE 8



Improved Lease No. 9

Property Identification

Record ID 2017
Property Type Office/Warehouse
Property Name Office and Warehouse Unit
Address 698 E Heinberg St, #102, Pensacola, Escambia County, Florida 32502
Location Along the north side of E. Heinberg Street
Tax ID 000S009025003045
Inspect Date May 31, 2014
Existing Use Office/Warehouse Complex
MSA Pensacola
Market Type Office/Warehouse

Physical Data

SF 1,600
Area Breakdown Office 400
Warehouse 1,200

Construction Type Steel Framed with metal sides
Roof Type Metal panels
Foundation Concrete
Electrical Typical
HVAC Central
Stories 1
Floor Height 18
Year Built 1993
Condition Average

General Lease Data

Typical Lease Term 24-months
Lease Type Gross
Tenant Size 1,600

General Tenant Summary

Owner Samuel E. Maars
Management Co. Beck Property Co., LLC
Verification Scott Jennings, Broker; 850-434-2255, June 02, 2014; Rob Bell, 850-434-2244, June 02, 2014; Other sources: GCMLS #1687233, Confirmed by John Price
Tenant Expenses Interior maintenance and utilities

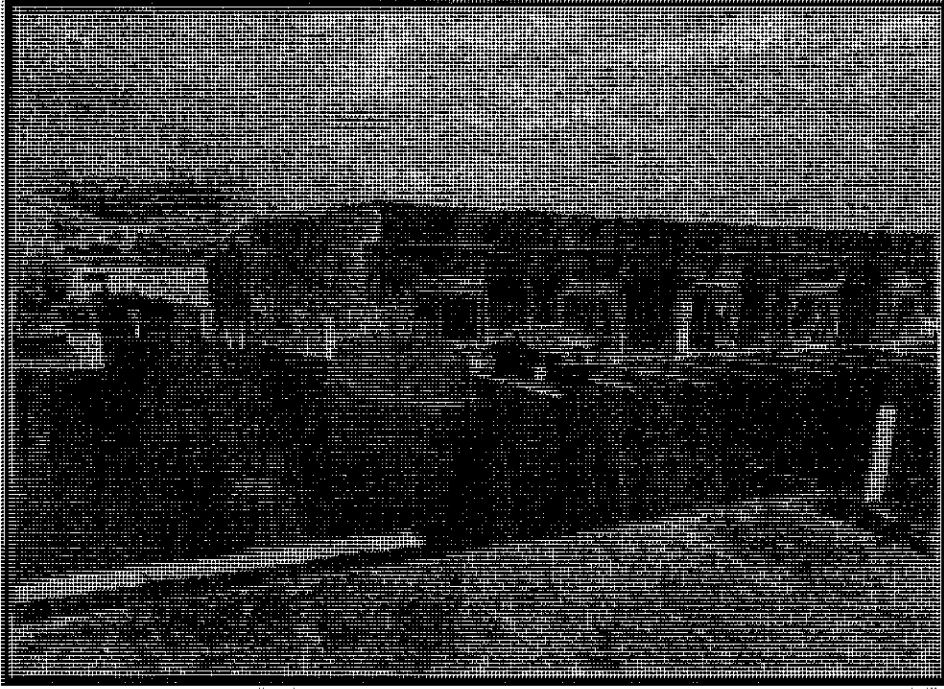
Rent Analysis

Actual Rent \$7.88/SF Average
Occupancy Occupied

Remarks

This is the lease of Suite 102, a 1,600-SF unit of a larger office/warehouse complex located along the north side of E. Heinberg Street in Pensacola, FL. The agent reports the unit is segmented into 400-SF of finished office space and 1,200-SF of warehouse area. The unit has a 10' x 12' roll up door in the rear. The lease originated on May 8, 2013 for a two-year term. The agent tells us the tenant is responsible for interior maintenance including electrical and HVAC.

PHOTOGRAPH OF COMPARABLE 9



AERIAL PHOTOGRAPH OF COMPARABLE 9



Improved Lease No. 10 (Asking)**Property Identification**

Record ID	2027
Property Type	Office/Warehouse
Property Name	Office/Warehouse
Address	760 & 770 Van Pelt Lane, Pensacola, Escambia County, Florida 32505
Location	Along the north side of Van Pelt Lane
Tax ID	451S301000050007
Inspect Date	June 23, 2014
Existing Use	Office/Warehouse
MSA	Pensacola
Market Type	Office/Warehouse

Physical Data

SF	1,000
Area Breakdown	Office 200 Warehouse 800

Construction Type	Pre-engineered Metal
Roof Type	Metal Panels
Foundation	Concrete
Electrical	Typical
HVAC	Wall unit
Stories	1
Floor Height	16
Year Built	2006
Condition	Average

General Lease Data

Typical Lease Term	12-months
Lease Type	Modified Gross
Tenant Size	1,000 to 2,000

General Tenant Summary

Owner	SLJM Properties, LLC
Management Co.	SLJM Properties, LLC
Verification	Joel Asmar, Owner; (850) 433-7631, June 20, 2014; Other sources: GCMLS #28885352; Public Records, Confirmed by John Price
Percent Finished	20
Highest and Best Use	Office/Warehouse
Encumbrances	None adverse noted
Tenant Expenses	Electrical and telephone

Rent Analysis

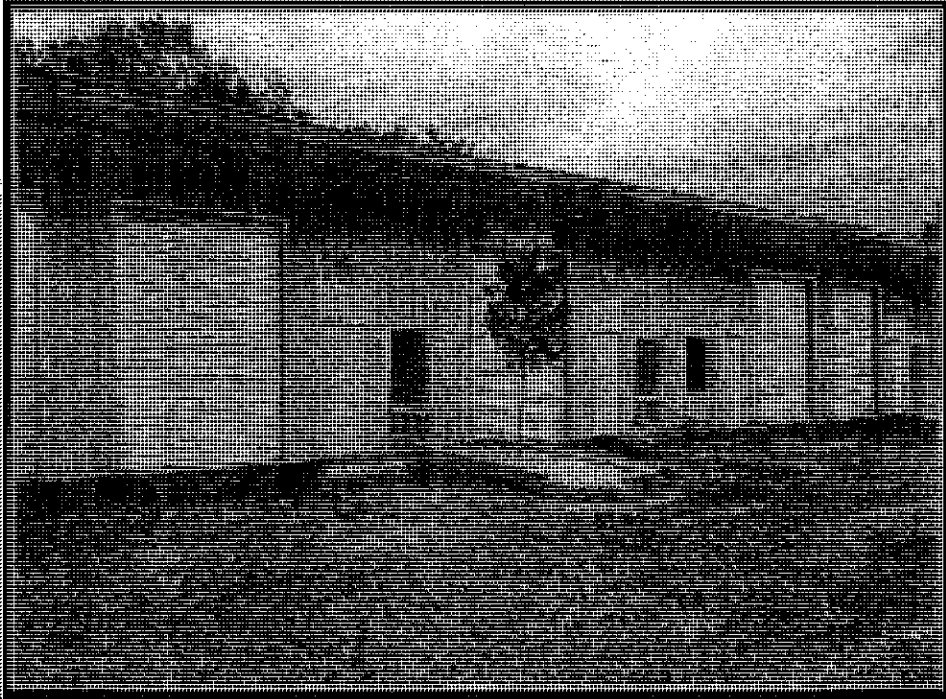
Actual Rent	\$5.61 - \$6.42/SF
Occupancy	Vacant

Improved Lease No. 10 (Asking) (Cont.)

Remarks

This is an active listing for office/warehouse units located in a larger office/warehouse complex. The available units features 200-SF of finished office space with a two-fixture bathroom and 800-SF to 1,800-SF of warehouse space with one to two 10' x 12' rollup door. The lease rates range from \$5.61/SF to \$6.42/SF. The rate includes water, sewer, and garbage expense. During our inspection of this property we noticed several vacant spaces within the same complex.

PHOTOGRAPH OF COMPARABLE 10



AERIAL PHOTOGRAPH OF COMPARABLE 10





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Lease by EMS for property located at 760 VanPelt Ln, Unit D

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: Waived due to lease vs purchase
K. W.

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

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Property Location/Identification: Lease by EMS for property located at 760 Van Pelt Lane Unit D.

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Facilities Management
 Date: June 6, 2014
 Comments: _____

Site visit showed no concerns. Lease does not require any services from Facilities Management Dept.

Director's Signature David W. Wheeler
 David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

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Property Location/Identification: 760 Van Pelt Lane Unit D / Lease

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner J. Marcus Faulkner
Date: 8-6-14
Comments: No Risk Management concerns identified.

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

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Property Location/Identification: Property at 760 Van Pelt Lane / Parcel Reference Number: 45-1S-30-1000-050-007

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLUCCARO
 Date: 06-19-2014
 Comments: REVIEWED LEGAL DESCRIPTION OF RECORD - NO BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

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Property Location/Identification: _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: Amy Lovoy
Date: _____
Comments: _____

Digitally signed by Amy Lovoy
DN: cn=Amy Lovoy, o=Escambia County, ou=Management
and Budget, email=amy_lovoy@myescambia.com, c=US
Date: 2014.06.11 11:33:51 -0500

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31. §1. 7-18-2002; Ord. No. 2004-37. §1. 7-22-2004; Ord. No. 2006-74)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6475

County Administrator's Report 15. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Change Order 1 to Purchase Order 140107 to Ward International Trucks, LLC

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$60,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	OEM
PO#:	140107
CO#:	1
Original Award Amount:	\$230,000
Cumulative Amount of Change Orders through this CO:	\$60,000
New PO Total:	\$290,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

BACKGROUND:

In its meeting held September 16, 2013, the Board authorized issuance of a blanket purchase order to Ward International, LLC, in the amount of \$250,000, for repair and maintenance of Public Safety's ambulance fleet for Fiscal Year 2013-14. The initial Purchase Order, 140107, encumbered only \$230,000 of the approved amount. Upon a review of the Purchase Order, it has been determined that an additional \$40,000 (resulting in a \$60,000 Change Order request) is projected to be required to maintain the ambulance fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in major engine component failures, which has contributed to additional repairs.

Currently, 66% of EMS's International fleet is out of warranty and a continued increase in costs is anticipated to maintain the fleet in a readiness state.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Resume Page 09/16/2013

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-34. Approval of Various Consent Agenda Items – Continued

15. Continued...

	Vendor	Amount	Contract Number
21.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$250,000	
22.	Whitman & Whitman, Inc. Vendor Number: 232613 Insurance Fund: 143 (Fire Protection) Cost Center: 330206	\$320,000	

16. Taking the following action concerning an upgrade to the County’s E-911 System:

- A. Authorizing the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for at least the next five years, using funding from E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year’s maintenance;
- B. Approving a five-year Agreement (three-year initial term, with two one-year renewal options), with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorizing the Chairman to sign the Agreement, pending Legal sign-off; and
- C. Upon execution of the Agreement by the Chairman, authorizing issuance of a Purchase Order(s) to AT&T, in the amount of \$692,287.73, to initiate the Project.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6449

County Administrator's Report 15.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Grant Agreement with FL Dept of Environmental Protection (DEP No. S0705) and FL Fish and Wildlife Conservation Commission (FWC No. 13212)

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Agreement between the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Grant Agreement between the Florida Department of Environmental Protection (DEP – Agreement No. S0705), the Florida Fish and Wildlife Conservation Commission (FWC – Agreement No. 13212), and Escambia County to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28:

A. Accept the Grant Agreement with DEP (Agreement No. S0705) and FWC (Agreement No. 13212) to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28, that added Section 13.23.00, "Exterior Lighting," for new construction and existing lighting on Pensacola Beach that protect nesting sea turtles and hatchlings on a cost reimbursement basis up to a maximum of \$28,000;

B. Approve and authorize the Chairman to sign the Grant Agreement with DEP and FWC; 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:

As a result of the Deepwater Horizon Oil Spill, funds were obligated to the Florida Fish and Wildlife Conservation Commission (FWC) through the Natural Resource Damage Assessment (NRDA) process to offset impacts to nesting sea turtles. FWC requested proposals from local governments to increase compliance with outdoor lighting standards to benefit nesting sea turtles. This grant will fund baseline lighting surveys on Pensacola Beach and Perdido Key to identify problematic light sources on public and private properties. A second funding component of this grant will include providing educational materials to identified landowners. This baseline

survey will provide a basis for a future grant submittal to provide assistance to these identified landowners with lighting retrofits.

On July 11, 2013, the Board adopted an Ordinance (2013-28) to the Land Development Code (LDC) Article 3, "Definitions," Section 3.02.00, Article 13, Section 13.22.01, "Design Guidelines for Signs and Outdoor Display," adding Section 13.23.00, "Exterior Lighting for New Construction and Existing Lighting on Pensacola Beach that Protect Nesting Sea Turtles and Hatchlings." The Grant Agreement will provide financial assistance for increased compliance with the Ordinance.

BUDGETARY IMPACT:

No matching funds required. Fund 110, Other Grants & Projects Fund, New Cost Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement has been reviewed by Ryan E. Ross, Assistant County Attorney, and approved as to form and legal sufficiency.

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 and will coordinate with the appropriate parties to include DEP and FWC.

Attachments

WQLM-TurtleGrant-DEP Agrmt S0705 FWC Agrmt 13212

Ordinance 2013-28

GRANT AGREEMENT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEP"), the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (hereinafter referred to as "FWC") and ESCAMBIA COUNTY (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28.

WHEREAS, the FWC requested proposals from local governments for increasing compliance with outdoor lighting standards, which would qualify for Early Restoration funding pursuant to the Deepwater Horizon Oil Spill Phase II Early Restoration Plan and Environmental Review; and,

WHEREAS, the Grantee responded with a project to increase compliance with Article 13.23.00 of the Escambia County Land Development Code and pending Perdido Key Programmatic Habitat Conservation Plan, and,

WHEREAS, the Fixed Capital Outlay Budget Authority for Early Restoration Projects was appropriated in the DEP FY 2011-2012 budget; and,

WHEREAS, FWC does not have Fixed Capital Budget Authority to spend the Early Restoration funds.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the DEP, the FWC, and Grantee do hereby agree as follows:

1. Duties of the DEP, the FWC, and the Grantee shall be as follows:
 - A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
 - B. The FWC shall be responsible for the oversight, review and approval of all work performed under this Agreement. Upon the performance of satisfactory services by the Grantee, as approved by the FWC and DEP, the Grantee shall submit invoices to DEP through FWC. The FWC shall submit satisfactory invoices to DEP to compensate the Grantee for approved work.
 - C. The DEP shall be responsible for processing satisfactory invoices, as approved by the FWC and DEP, for payment.
2. This Agreement shall begin upon execution by all parties and remain in effect for a period of four (4) years, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration of this Agreement.
3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the DEP shall pay the Grantee on a cost reimbursement basis. For the period of service commencing upon execution of this Agreement and ending twelve (12) months from Agreement execution, the Grantee shall be compensated on a cost reimbursement basis up to a maximum of \$28,000. Based upon the availability of funding and satisfactory performance by the Grantee, funding for each additional authorized period of service shall be added to this Agreement, upon receipt and approval

of a budget and grant work plan from the Grantee, by formal amendment. The Grantee shall not perform, and shall not be compensated for, any services beyond the service period outlined above unless and until this Agreement is amended to provide funding beyond that date.

- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of the deliverables identified in Attachment A. Reimbursement shall be requested in accordance with the schedule in Attachment A. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the FWC no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
- C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Attachment B, Contract Payment Requirements, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
- i. Salaries/Wages - The Contractor shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Contractor's employees.
 - ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. 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 FWC or DEP determine that multipliers charged by any subcontractors exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the DEP 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. Additionally, independent of the Grantee's contract obligations to the subcontractor, the DEP shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, and handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. In accordance with paragraph 11 below regarding advance approval from FWC and DEP, the Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the FWC and DEP for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the FWC and DEP to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the FWC and DEP Grant Managers of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the FWC and DEP approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 10 regarding audit requirements and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iii. Travel – Reimbursement for travel expenses is not authorized under this Agreement.
 - iv. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is not authorized under this Agreement.
 - v. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.
 - D. In addition to the invoicing requirements contained in paragraphs 3.B and 3.C. above, the FWC or DEP will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the FWC and DEP in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
 - E.
 - i. The accounting systems for the Grantee must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the FWC or DEP finds that these funds have been commingled, the DEP shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the DEP shall refund, and shall forthwith pay to the DEP, the amount of money demanded by the DEP. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEP by the Grantee to the date repayment is made by the Grantee to the DEP.
 - iii. In the event that the Grantee recovers costs incurred under this Agreement and reimbursed by the DEP, from another source(s), the Grantee shall reimburse the DEP for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the DEP by the Grantee.
- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. 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 any of the parties of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
6.
 - A. The FWC or DEP may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the terminating party shall provide ten (10) calendar days written notice to the Grantee of its intent to terminate and shall provide the Grantee an opportunity to consult with the terminating party regarding the reason(s) for termination.
 - B. The DEP or FWC may terminate this Agreement without cause and for its convenience by providing the Grantee with thirty (30) calendar days written notice.
7.
 - A. The Grantee shall keep and maintain public records that ordinarily and necessarily would be required by the FWC or DEP in order to perform the services under this Agreement.
 - B. The Grantee shall provide the public with access to public records on the same terms and conditions that the FWC or DEP 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 Grantee 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. This Agreement may be unilaterally canceled by the DEP for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
8. No payment will be made for deliverables deemed unsatisfactory by the FWC or DEP. In the event that a deliverable is deemed unsatisfactory by the FWC or DEP, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEP, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the FWC or DEP may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) either the FWC or DEP Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the FWC or DEP. 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 DEP. The CAP shall be sent to the FWC and DEP Grant Managers for review and approval. Within ten (10) business days of receipt of a CAP, the FWC or DEP shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the DEP letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain DEP approval of a CAP as specified above shall result in the FWC and DEP's termination of the Agreement for cause as authorized in the Agreement.
 - B. Upon the FWC and DEP's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the FWC and DEP does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the Grantee, the FWC and DEP shall retain the right to require additional or further remedial steps, or to terminate the Agreement for failure to perform. No actions approved by the FWC or DEP or steps taken by Grantee shall serve to estop the FWC or DEP from subsequently asserting any deficiencies in performance. Grantee shall

continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to FWC and DEP as requested by the FWC and DEP Grant Managers.

- C. Failure to respond to an FWC or DEP request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the FWC or DEP may result in termination of the Agreement.

The remedies set forth above are not exclusive and the FWC and DEP reserve the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The FWC, the DEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the DEP's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the DEP for assistance with questions pertaining to the applicability of these requirements.

- 11. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the FWC Grant Manager and the DEP Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the FWC and DEP and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that neither the FWC nor the DEP shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The FWC and DEP support diversity in their procurement programs and request that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that

could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at 850-487-0915.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the FWC and DEP under this Agreement. The Grantee 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 Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses set forth below.
15. A. The DEP's Grant Manager for this Agreement is identified below.

Pearce Barrett	
Florida Department of Environmental Protection	
3900 Commonwealth Boulevard, Mail Station 235	
Tallahassee, Florida 32399-3900	
Telephone No.:	850-245-2106

- B. The role of the DEP Grant Manager will include, but not be limited to the following:
 - i. review FWC invoices and sign-off on satisfactory invoices, both Grantee and FWC, prior to payment processing;
 - ii. receive briefings on project status from the FWC Grant Manager on a weekly basis or upon a schedule mutually agreed upon between the DEP Grant Manager and the FWC Grant Manager ;
 - iii. receive immediate notification when the FWC Grant Manager identifies issues which may impact the project or have the potential for being controversial and requiring involvement by DEP Senior Management;
 - iv. assist the FWC Grant Manager in resolving issues and reporting to the public;
 - v. keep DEP management informed regarding project status;
 - vi. accompany the FWC Grant Manager, as needed, on scheduled visits to the project site to observe that work being performed is meeting the project schedule and is done in general accordance with the conditions of the Agreement;
 - vii. receive invoices for payment from the FWC Finance and Budget Point of Contact; and,
 - viii. approve invoices and submit the invoice, required supporting material and notice of approval to the DEP Early Restoration Payment Manager for processing.
16. A. The FWC's Grant Manager for this Agreement is identified below.

Karen Williams	
Office of Policy and Accountability	
Florida Fish and Wildlife Conservation Commission	
620 South Meridian	
Tallahassee, Florida 32399-1600	
Telephone No.	850-617-9413 office

- B. The role of the FWC Grant Manager, will include, but may not be limited to the following:

- i. organize a project start-up meeting upon execution of this Agreement to discuss project requirements and review processes and roles;
- ii. direct all work performed by the Grantee according to the terms and conditions of the Agreement and the project specifications;
- iii. provide weekly briefings to the DEP Grant Manager;
- iv. notify the DEP Grant Manager of issues which may impact the project or issues with the potential for being controversial and requiring involvement by DEP Senior Management;
- v. review progress reports and invoices from the Grantee for compliance with the terms and conditions of the Agreement and certify receipt of satisfactory goods and services;
- vi. recommend invoices for payment and forward to the FWC Finance and Budget Point of Contact for payment;
- vii. provide the DEP Grant Manager with the information necessary to comply with all reporting as required by the applicable signed Project Stipulation; and,
- viii. provide all information and documentation necessary to meet the Department of Financial Services contract payment requirements.

17. A. The DEP Early Restoration Payment Manager for this Agreement is identified below:

Janet Parramore	
Florida Department of Environmental Protection	
3900 Commonwealth Boulevard, Mail Station 235	
Tallahassee, FL 32399-3900	
Telephone No.	850-245-2097

B. The role of the DEP Early Restoration Payment Manager includes:

- i. receive approved invoices from the DEP Grant Manager;
- ii. coordinate with the DEP Finance and Accounting (F&A) on any questions regarding the audit of the invoice for compliance with the terms and conditions of the Agreement;
- iii. confirm that the invoice package contains: confirmation certification of the receipt of the goods and services, approval for payment by the FWC Grant Manager, the FWC Finance and Budget Point of Contact, and the DEP Grant Manager; and,
- iv. send request for payment to the F&A.

18. The Grantee's Grant Manager for this Agreement is identified below.

Timothy Day	
Escambia County	
3363 W. Park Place	
Pensacola, Florida 32505	
Telephone No.:	850-595-1144

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee 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 Grantee. 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 Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEP, for the protection of his employees not otherwise protected.

20. The Grantee 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 Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
21. The Grantee 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.
22. The FWC or DEP may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
24.
 - 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 Agreement.
 - 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 grantee, 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 intends to post 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.
25. No delay or failure to exercise any right, power or remedy accruing to any party upon breach or default by any other party under this Agreement, 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.
26. The Grantee 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 Agreement.
27. This Agreement 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.
28. Land acquisition is not authorized under the terms of this Agreement.
29. This Agreement 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 Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: DEPUTY CLERK

30. No intellectual property is anticipated to be developed under this Agreement. In that event that intellectual property is developed under this Agreement, the following shall apply:

All tracings, plans, specifications, maps, computer files or reports prepared or obtained under this Agreement, as well as data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the FWC and DEP upon completion or termination of this Agreement, without restriction or limitation on their use and shall be made available, upon request, to the FWC or DEP at any time during the performance of such services and/or upon completion or termination of this Agreement. The Grantee shall provide the FWC and DEP with all appropriate source code for use. Upon delivery to the FWC and DEP of said documents(s), the FWC and DEP shall become the custodians thereof in accordance with Chapter 119, Florida Statutes.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title*: **Lumon J. May, Chairman**

By: _____
Director, Coastal and Aquatic Managed Areas/Florida Coastal Office

Date: _____

Date: _____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ASST. COUNTY ATTORNEY

[Signature]
Pearce Barrett, DEP Grant Manager

Date: JUNE 10, 2014

[Signature]
DEP Contracts Administrator

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: _____
Title: _____

Approved as to form and legality:

Approved as to form and legality
FWC Attorney

[Signature]
Approved as to form and legality
DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Grant Work Plan (2 Pages)
Attachment	B	Contract Payment Requirements (1 page)
Attachment	C	Special Audit Requirements (5 pages)

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ATTACHMENT A
GRANT WORK PLAN

Project Name: Increase compliance with Escambia County's Ordinance 2013-28 (Escambia County Land Development Code, Article 12.23.00) and pending Perdido Key Habitat Conservation Plan.

The Work Plan presented below outlines specific tasks that shall be performed by the Grantee and a timeline for completion of the tasks under this grant agreement. The Grantee shall provide copies of all communications regarding these tasks to the FWC Grant Manager during and throughout the Grant period.

Tasks

1. Completion of nighttime inspections and survey report with recommendations/retrofits on existing lighting visible from nesting beach. The survey shall document the number and type of non-compliant lights observed during the survey of the Grantee's beachfront, including the address for each property, property owner, management company, type of lights, and photographs. Grantee shall coordinate with FWC staff on appropriate lighting retrofit recommendations.

Task 1 Deliverables: Field staff logs; copies of all documentation required in paragraph 3.C.ii of the Grant Agreement for use of a subcontractor (scope of services and selection criteria used); detailed lighting survey report, which includes all the information required above, for review and approval by FWC; and detailed bi-monthly reports with tracking methods for case reports.

Task 1 Performance Measure: Grantee must have successfully contacted 100% of all property owners and property managers for addresses with lights identified as non-compliant observed during the survey of the Grantee's beachfront. From 80 to 100% of properties observed as non-compliant during survey of the Grantee's beachfront must be brought into compliance, or actively working with Grantee to achieve compliance. Selection criteria and scope of services for consultant submitted by Grantee and approved by FWC. Retrofit recommendations submitted by Grantee and approved by FWC

Task 1 Maximum Cost: \$26,000.00

2. Implementation of an educational program to inform citizens about the lighting ordinance and the need for compliance by creating an educational pamphlet that will be available on the Grantee's website, at appropriate Grantee facilities, and mailed to property owners. The educational pamphlet should clearly outline the requirements in the local ordinance; the penalties for failing to comply with the ordinance; timelines for compliance; and provide options and resources for attaining compliance.

Task 2 Deliverables: Drafts of the educational pamphlet for review and approval by FWC/DEP; 10 copies of the final printed pamphlet; a spreadsheet summarizing the number of mail outs of the educational pamphlets; and a pdf representation of the website page showing the educational pamphlet.

Task 2 Performance Measure: Deliverable submitted by the Grantee and reviewed by FWC to ensure appropriate content and number of pamphlets mailed out. Methodology for creating the list, a copy of the mailing labels, and documentation of postage for the mailings submitted by the Grantee demonstrating that pamphlet was mailed to 100% of property owners in the area where Ordinance 2013-28 is applicable. Publicly accessible web link to educational pamphlet developed by Grantee and submitted to FWC for approval.

Task 2 Maximum Cost: \$2,000

Responsibilities of the Grantee:

Community Liaison: The Grantee will designate a primary point of contact for any comments, inquires or complaints concerning the project made by residents, business owners or visitors to the site. The Grantee will document all comments, inquires or complaints, whether verbal or in writing, regarding the project, as well as any response or actions taken by Grantee. The Grantee will forward such documentation to the FWC Contract Manager. The Grantee will address all comments, inquiries or complaints through the Grantee's designated point of contact.

Responsibilities of the FWC and DEP:

The FWC/DEP will provide and/or support the Grantee during the project as follows:

1. Review of all educational pamphlets and website page development:
2. Review of the survey report as it documents in detail the number and type of non-compliant lights observed on the beachfront. Recommendations for appropriate retrofits will be provided as needed.
3. Review of all notices, logs and Excel spreadsheet. Suggested recommendations for improvement as needed.
4. Review of bimonthly reports of all activities, case reporting and the Grantee's implemented tracking methods. Guidance as needed with enforcement process.

Schedule:

<u>Task</u>	<u>Description</u>	<u>Schedule</u>
1.	Field staff logs and Survey Report	Within 6 months of Agreement execution
2.	Pamphlet and website	Within 6 months of Agreement execution

Other Activities Required:

Progress Meetings with FWC/DEP As needed, but no less than Quarterly

<u>Budget Category</u>	<u>Grant Funds</u>
1. Contractual Services	\$26,000.00
2. Other Expenses	<u>\$2,000.00</u>
Total	\$28,000.00

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ATTACHMENT B

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 C

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Environmental Protection (*which may be referred to as the "Department", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "County", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Florida Department of Environmental Protection, 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 Florida Department of Environmental Protection. In the event the Florida Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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 funds awarded through the Florida Department of Environmental Protection 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 Florida Department of Environmental Protection. 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. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with 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. 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

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

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 Florida Department of Environmental Protection 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 Florida Department of Environmental Protection, 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(7), 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. 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, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. 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> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(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 Attachment 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 Florida Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- 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. 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 Executive Office of the Governor, Florida Energy and Climate Commission at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. Florida Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Florida Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to Florida Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or 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 Executive Office of the Governor, Florida Energy and Climate 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 5 years from the date the audit report is issued, and shall allow the Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Florida Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Line Item 1744A – Florida Coastal Protection Trust Fund	2012-2013	37.081	TBD	\$28,000.00	080019

Total Award					\$28,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fdfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ESCAMBIA COUNTY
CLERK'S ORIGINAL
7/11/2013 5:46 pm PH

ORDINANCE NUMBER 2013- 28

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 3, "DEFINITIONS," SECTION 3.02.00, CREATING THE DEFINITIONS FOR LIGHTING STANDARDS ON PENSACOLA BEACH; AMENDING ARTICLE 13, SECTION 13.22.02, "DESIGN GUIDELINES FOR SIGNS AND OUTDOOR DISPLAYS," AMENDING ARTICLE 13, ADDING SECTION 13.23.00 "EXTERIOR LIGHTING," FOR NEW CONSTRUCTION AND EXISTING LIGHTING ON PENSACOLA BEACH THAT PROTECT NESTING SEA TURTLES AND HATCHLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida, has a coastal community with an extensive shoreline on the Gulf of Mexico; and

WHEREAS, Escambia County's extensive shoreline on Santa Rosa Island provides important nesting habitat for several species of sea turtles; and

WHEREAS, Escambia County's shoreline on Santa Rosa Island is developed or may be developed with lighted structures on the shoreline in close proximity to sea turtle nesting areas; and

WHEREAS, structures that are built on or near the Gulf of Mexico shoreline usually include some source of artificial lighting; and

WHEREAS, scientific studies conclude that certain types of artificial lighting have a detrimental effect on nesting sea turtles and their hatchlings by inhibiting nesting and interfering with the natural lighting cues used by hatchlings to properly orient to the open waters of the Gulf of Mexico; and

WHEREAS, Escambia County recognizes and respects the rights of citizens to use their property to the full extent and for their personal enjoyment; and

WHEREAS, it is the goal of the Escambia County Board of County Commissioners (the "Board") to promote effective management of exterior and interior lighting to provide both safe and secure nighttime use of private property by property owners and minimize disturbances to nesting sea turtles and their hatchlings; and

Verified By: *D. Davis*

Date: 7/16/2013

WHEREAS, the Board desires to implement this ordinance with the intention of reducing the detrimental effects of artificial lighting and other human actions on sea turtles;

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

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

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3 and Article 13, Section 13.23.00 are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 3 of the Escambia County Land Development Code is hereby amended to add the following definitions (insertions are underlined, deletions have ~~strikethrough~~):

Artificial light or artificial lighting. The light emanating from a manmade point source of light.

Disorientation. Inability of hatchling or adult sea turtles to orient properly to the Gulf of Mexico.

Full cut-off fixture (luminaires). A fixture with a flat, horizontally oriented lens and opaque sides that does not permit light distribution above a horizontal plane located at the bottom of the fixture.

Hatchling. Any individual of a species of sea turtle, within or outside of a nest, which has recently hatched from an egg.

High Pressure Sodium Light (HPS). An electric discharge lamp containing sodium, neon, argon, and mercury that produces a wide-spectrum yellow light.

Light Emitting Diode fixture (LED). A semiconductor light source. For wildlife lighting applications the diode shall emit true red, orange, or amber light.

Line of Sight of the Beach. Observable from the mean high water line at a height of two feet.

Long wavelength. Light with wavelengths greater than 580 nm that emit light in the yellow to red color spectrum.

Low-pressure sodium light (LPS). An electric discharge lamp containing sodium, neon, and argon and that appears amber-yellow when lighted.

Metal halide light. An electric light that produces light by an electric arc through a gaseous mixture of vaporized mercury and metal halides. For beach lighting applications, this does not include lights characterized as a high pressure sodium light or low pressure sodium light.

Point source of light. A bulb, lamp, filament or other manmade source within a fixture that emanates light, including, but not limited to incandescent, tungsten-iodine (quartz), mercury vapor, fluorescent, metal halide, neon, halogen, high pressure sodium, and low pressure sodium light sources, as well as natural gas lights, torches, camp and bonfires. When a lamp is contained within a translucent fixture, the entire fixture shall be considered the point source of light.

Pole lighting. A light fixture set on a base or pole that raises the source of light higher than forty-eight (48) inches off the ground.

Sea turtle nesting season. The period from May 1 through October 31 of each year.

Shield. An opaque covering, canopy or other such device fitted over a light source that blocks the light source from being observed from the beach and prevents the light from illuminating the beach.

Tinted glass. Any tinted glass treated to achieve an industry-approved, inside-to-outside light transmittance value of 45% or less. Such transmittance is limited to the visible spectrum (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through the glass.

Wildlife lighting. Artificial lighting that minimizes the potential for negative effects to the nocturnal behaviors of nesting and hatchling sea turtles and other wildlife. Based on the premise of Keep it Low, Keep it Shielded, and Keep it Long, the following criteria apply:

- A. The light source is mounted as low to the ground or floor as practicable through the use of fixtures such as, low-mounted wall fixtures, low bollards, and ground-level fixtures;
- B. The lumens emitted by the light source are the minimal required for the intended application;
- C. The light source is contained within a full cut-off or fully shielded fixture such that no light is broadcast above a horizontal plane and the point

source of light and any reflective surfaces of the fixture are not directly visible from the beach;

- D. The lamps emit predominately long-wavelength light (>580 nm). These long-wavelength light sources include low pressure sodium vapor lamps, bulbs marketed to reduce attraction of insects ("bug bulbs"), amber and red LEDs, true red neon lamps, and other lamps certified by the Florida Fish and Wildlife Conservation Commission as "Wildlife Lighting."

Window tinting. Tinting or film that meets the standards for tinted glass.

Article 13.22.02. A is hereby amended as part of the Escambia County Land Development Code (insertions are underlined, deletion have ~~strikethrough~~):

13.22.02. Standards and guidelines for design, erection and maintenance of signs.

A. Design guidelines for signs and outdoor displays.

1. Sign structure shall be weather resistant material. Main lettering and background shall be in the colors recommended by the SRIA to match the color and texture of the structure.
2. All permanent signs shall incorporate the use of attached lettering. The use of duraply or other exterior plywood, together with painted on lettering, is not approved.
3. Up to one-third of the sign area may include the logo, which may include the name, or special color scheme of that business.
4. ~~All illuminated signs shall be "face-lighted" or "shadow-lighted".~~

~~Face-lighting means the light source is operated from the sign surface by means of spotlights or similar fixtures.~~

~~Shadow lighting is an indirect, concealed light source which is attached directly to the face of the sign. Each element to be lighted must have an opaque surface such that the light does not shine through the element. No exposed neon is allowed.~~

~~Lighted canopies displaying the name of the business will be allowed, but in each case a color rendering of the proposed canopy, with the dimensions of the canopy and the building to which it will be attached, must be presented to the Architectural and Environmental Committee for approval. (Amended 10/16/94)~~

4. Signs shall be located on the landward side of structures, when possible. Signs that must be placed on the seaward side of structures shall be positioned such that they are not in line of sight of the beach and shall be mounted perpendicular to the beach. If placement of signs within line of sight of the beach is unavoidable, long-wavelength lighting shall be required.

5. Signs may not be illuminated utilizing up-lighting.

6. All illuminated signs shall be "face-lighted" or "shadow-lighted." Face-lighting means the light source is operated from the sign surface by means of spotlighting or similar fixtures.

Shadow-lighting is an indirect, concealed light source which is attached directly to the face of the sign. Each element to be lighted must have an opaque surface such that the light does not shine through the element. No exposed neon is allowed.

Lighted canopies displaying the name of the business will be allowed, but in each case a color rendering of the proposed canopy, with the dimensions of the canopy and the building to which it will be attached, must be presented to the architectural and environmental committee for approval. (Amended 10/16/94).

5-7. Signs with reader boards containing changeable wording will be considered if the reader board is restricted to not more than one-third of the sign area, is incorporated into the main sign and otherwise conforms to the color and illumination requirements of the sign regulations.

6-8. Signs for any establishment may be freestanding or attached or a combination of both.

7-9. Freestanding signs are defined as those located on the leasehold premises, not a part of the main building structure.

a. Freestanding signs are encouraged to be low and horizontal in character. The top and bottom of the sign may not exceed 14 feet and six feet, respectively, above the crown of the nearest street/road.

b. Freestanding signs shall be mounted in or directly adjacent to a required landscaped area which shall not be smaller than the face area of the sign itself.

c. Freestanding signs may not exceed 65 square feet in area and may be single or double-sided. If a double-sided sign is identical on

both sides, its size will be calculated as that of a single face. Supports and landscaping are excluded from sign area calculations as long as they do not include lettering or other symbols.

d. Businesses that are 750 feet or more from the road right-of-way have freestanding signs that do not exceed 18 feet above the crown of the road.

8-10. Attached signs are defined as those which are attached to or incorporated into a building.

a. Attached signs may not extend above the facade of a building (which may include mansards).

b. Wall signs. The maximum square footage for a wall sign shall not exceed ten percent of the wall surface facing the addressed street. For those businesses with more than one store front, the maximum square footage for a wall sign shall not exceed 15 percent of the wall surface facing the addressed street. Any one sign shall not exceed 200 square feet. The wall surface shall be measured by determining the total vertical wall surface and the horizontal wall surface and can include the roof surface when the roof slope is steeper than 45 degrees.

NOTE: The square footage authorized under this provision may be allocated to one or more wall signs mounted on the vertical wall surface or the sloped roof surface.

9-11. Where several businesses are incorporated into an identifiable entity operating under a master lease and a tenant's association, the following regulations will apply:

a. The main freestanding sign identifying the complex shall not exceed 65 square feet and shall comply with other sign regulations.

b. Informational or directory signs are limited to 16 square feet.

c. Individual businesses within the complex having exterior walls fronting a street or parking lot, or facing the water, may display attached signs on said walls not to exceed 16 square feet in size.

d. Individual businesses inside the complex may display attached signs not to exceed four square feet, near the entrance to their building, on walls other than those described in item c, above.

~~40-12.~~ Should any portion of the exterior of a structure deviate in color from the main part of the structure, whether structural or not, and said deviation represents that company's color scheme or logo, it is considered to be signage.

Any proposed deviation submitted for approval will be considered on its own merit.

~~44-13.~~ Any vehicle which displays a sign, logo or other advertising related to a business located within the jurisdiction of the Santa Rosa Island Authority must be parked in the rear of the business or in an inconspicuous place, out of view of the public street facing the business.

Article 13.23.00 is hereby amended as part of the Escambia County Land Development Code (insertions are underlined, deletion have ~~strikethrough~~):

13.23.00 Exterior Lighting

13.23.01 Exemptions

- A. Lights mandated by Federal regulations (e.g., Federal Aviation Administration) for illuminating obstructions in navigable airspace and lights required by the U.S. Coast Guard for boat navigation are exempt from the provisions of this section provided such lights have been reviewed and approved in accordance with requirements of the Federal Endangered Species Act. Also exempted are traditional holiday lights used outside the sea turtle nesting season.

13.23.02 Standards for new construction activities

- A. In order to provide the highest level of protection for nesting sea turtles and their hatchlings, the following standards shall apply to artificial light sources on all new coastal construction (including redevelopment and substantial improvements) on Pensacola Beach for which a building permit was issued on or after the effective date of this ordinance:
 - 1. The point source of light or any reflective surface of the light fixture shall not be directly visible within line of sight of the Gulf of Mexico beach.

2. Unless otherwise exempted herein, only Wildlife Lighting, as defined in Article 3, shall be used for all exterior applications within the line-of-sight of the Gulf of Mexico beach.
3. Pole-mounted lights for pedestrians shall only be used for those applications where mounting the lights at lower elevations cannot practicably achieve the required foot candles to conform to the Florida Building Code and a waiver to those Building Code requirements, as provided under State Statute and Florida Administrative Code Rule, has been requested and denied. Where used, these fixtures and lamps shall be properly shielded and may not be mounted at a height greater than 12 feet above the ground. Pole-mounted lights shall not be used for pathway or access area lighting.
4. Lighting of dune walkovers and elevated crossovers to the beach is prohibited seaward of the dune crest.
5. The use of metal halide lighting is prohibited throughout Pensacola Beach.
6. Temporary lighting of construction sites shall be restricted to the minimal number of lights necessary to conform to state and/or federal safety regulations (e.g., OSHA).
7. Interior stairwells, elevators and enclosed parking garages that allow light to escape through windows or other openings within line-of-sight of the beach shall comply with the definition of "wildlife lighting".
8. Tinted glass shall be installed on all windows and glass doors within line of sight of the Gulf of Mexico beach..
9. Roadway, parking lot, and utility leased lighting including "yard" or security lighting within line-of-sight of the beach shall use low-pressure sodium lights (LPS) 55 watts or less and full cut-off fixtures mounted no higher than 25 feet above the ground, or equivalent LED. Additional shielding shall be installed if the light sources can be observed from the beach. High-intensity lighting applications not within line-of-sight of the beach shall use either full cut-off LPS 55 watts or less or full cut-off high pressure sodium (HPS) lights 150 watts or less mounted no higher than 25 feet above the ground.
10. Before granting any building permit, the Santa Rosa Island Authority and Escambia County Building Department shall determine that all proposed construction complies in all respects with the standards imposed in this section. Detailed project lighting plans shall be submitted to the SRIA and County showing the location of all exterior

light sources relative to adjacent nesting habitat. The plans must identify the location, number and type of lighting to be used for all fixtures.

11. Should the light fixtures practically permitted by Section 13.23.02 fail to provide sufficient light to comply with the Florida Building Code, alternative lighting may be used provided a waiver to Florida Building Code requirements, as provided under State Statute and Florida Administrative Code Rule, has been requested and denied. In that case, a combination of full-cutoff LPS fixtures, full-cutoff HPS fixtures, or LED fixtures, may be used to provide the required level of illumination, and the most effective light management practices available (best available technology) shall be utilized to minimize light trespass. Conflicts with other applicable state and/or federal laws or regulations may be resolved in a similar manner.
12. Upon the issuance of a certificate of occupancy for any new development within direct line-of-sight of the beach, compliance with the beachfront lighting standards set forth in this article shall be approved as follows:
 - a. Upon completion of the construction activities, the inspector shall conduct a site inspection which includes a night survey with all beachfront lighting turned on.
 - b. The inspector shall prepare and report the inspection findings in writing identifying:
 - 1) The date and time of initial inspection;
 - 2) The extent of compliance with the lighting standards;
 - 3) All areas of observed noncompliance, if applicable;
 - 4) Any action(s) taken to remedy observed noncompliance, if applicable;
 - 5) The inspector, in cases where remedial action is necessary, shall notify the owner or developer of the results of the inspection and shall schedule a date and time for it subsequent inspection.

13.23.03 Standards for existing lighting

- A. In order to provide the highest level of protection for nesting sea turtles, their hatchlings, and other wildlife, all existing artificial light sources, including utility leased lighting, within Pensacola Beach shall be brought into compliance with the provisions of this ordinance as follows:
 1. All existing artificial light sources must comply with the standards set forth in Section 13.23.02 by May 1, 2018.

2. The use of up-lighting shall be prohibited after 10:00PM during the turtle nesting season. However, up-lighting associated with building façade illumination may be utilized until midnight during the turtle nesting season.
3. Documented disorientation of nesting or hatchling sea turtles caused by interior lighting is a violation of the U.S. Endangered Species Act and/or the Florida Marine Turtle Protection Act. Consequently, voluntary application of one or more of the following measures, as applicable, are encouraged to reduce or eliminate the negative effects of interior light emanating from doors and windows within line-of-sight of the beach:
 - a. Install tinted glass or apply window tinting;
 - b. Rearrange lamps and other moveable light fixtures away from windows;
 - c. Use opaque window treatments (shades, curtains, blinds, etc.) at night to shield interior lights from the beach;
 - d. Turn off unnecessary lights.

13.23.04 Enforcement and Penalties.

- A. Enforcement procedures and penalties under this ordinance shall be those set forth in sections 162.06 through 162.13, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances as may be amended from time to time. The intent of Escambia County is to enforce only the terms of this ordinance and not any state or federal laws.
- B. No permit may be issued by the County to improve or expand any facility constructed or modified in violation of this article until the violation has been corrected.

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 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 5. Effective Date.

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

DONE AND ENACTED this 11th day of July, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

By: Debra Harris
Deputy Clerk

7-16-2013



July 11, 2013

FILED WITH THE DEPARTMENT OF STATE: July 17, 2013

EFFECTIVE DATE: July 17, 2013

This document approved as to form and legal sufficiency.

By: [Signature]
Asst. County Attorney
Date: July 15, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6465

County Administrator's Report 15. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

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
- Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning seven Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Hazel C. Browning, the owner of residential property located at 2800 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,650, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;
2. The Agreements between Escambia County CRA and Litedra Burgess, the owner of residential property located at 921 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$1,875, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for roof replacement;
3. The Agreements between Escambia County CRA and C. Patrick Granat, the owner of residential property located at 402 Southeast Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,697, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for sanitary sewer connection;
4. The Agreements between Escambia County CRA and Sally Hope, the owner of residential property located at 110 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,450, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary

sewer connection;

5. The Agreements between Escambia County CRA and Johnnie Kidd, the owner of residential property located at 1710 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

6. The Agreements between Escambia County CRA and Colvin L. Jr. and Evelyn D. Rancifer, the owners of residential property located at 1611 West Lakeview Avenue, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,251, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for roof replacement;

7. The Agreements between Escambia County CRA and Lilia Oakey Whitehouse, the owner of residential property located at 1306 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,245, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement 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, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Hazel C. Browning, Englewood TIF, Cost Center 220520, in the amount of \$1,650
2. Litedra Burgess, Palafox TIF, Cost Center 220517, in the amount of \$1,875
3. C. Patrick Granat, Warrington TIF, Cost Center 220516, in the amount of \$1,697
4. Sally Hope, Barrancas TIF, Cost Center 220519, in the amount of \$1,450
5. Johnnie Kidd, Englewood TIF, Cost Center 220520, in the amount of \$1,950
6. Colvin L. Jr. and Evelyn D. Rancifer, Englewood TIF, Cost Center 220520, in the amount of \$2,251
7. Lilia Oakey Whitehouse, Barrancas TIF, Cost Center 220519, in the amount of \$1,245

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

Hazel C. Browning

Litedra Burgess

C. Patrick Granat

Sally Hope

Johnnie Kidd

Colvin & Evelyn Rancifer

Lilia Oakey Whitehouse

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Hazel C. Browning, (the "Recipient"), owner of residential property located at 2800 North E 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 \$1,650, 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 \$1,650, which shall be comprised of a cash contribution of \$1,650.
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 24th day of July 2014, and the Project shall be complete on or before the 24th day of October 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:

Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Hazel C. Browning
2800 North E Street
Pensacola, FL 32501

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 4/26/14

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: _____

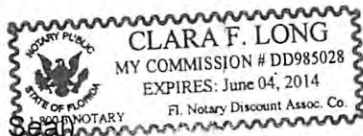
(SEAL)

For Recipient:

[Signature]
Hazel C. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of June, 2014 by Hazel C. Browning, Property Owner. She () is personally known to me or () has produced FL Lic B655... 33..0 as identification.



(Notary Seal)

[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Hazel C. Browning**
Property Address: **2800 North E Street, Pensacola, Florida, 32501**

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

Roof Replacement.

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

Lien Agreement

Applicant Name(s)
Hazel C. Browning

Address of Property
2800 North E Street
Pensacola, FL 32501

Property Reference No.
18-2S-30-6000-001-044

Total Amount of Lien

\$1,650

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:

[Handwritten Signature]
Hazel C. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of June, 2014 by Hazel C. Browning, Property Owner. She () is personally known to me or () has produced FLic.B655...33...0 as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
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:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: [Handwritten Signature]
Date: 6/26/14



Roof Replacement

2800 North E Street – Hazel C. Browning

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Litedra Burgess, (the "Recipient"), owner of residential property located at 921 West Michigan Avenue, Pensacola, Florida, 32505.

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 \$1,875, 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 \$1,875, which shall be comprised of a cash contribution of \$1,875.
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 24th day of July 2014, and the Project shall be complete on or before the 24th day of October 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):
Litedra Burgess
921 West Michigan Avenue
Pensacola, FL 32505

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 6/30/14

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:

[Signature]
Litedra Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July, 2014 by Litedra Burgess, Property Owner. She () is personally known to me or () has produced FL Drivers Lic. as identification.

[Signature]

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

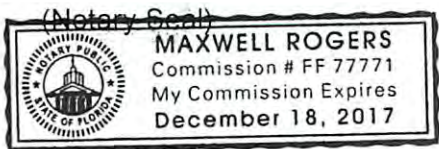


EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Litedra Burgess**

Property Address: **921 West Michigan Avenue, Pensacola, Florida, 32505**

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

Roof Replacement.

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

Lien Agreement

Applicant Name(s) <u>Litedra Burgess</u>	Address of Property <u>921 West Michigan Avenue Pensacola, FL 32505</u>	Property Reference No. <u>46-1S-30-1100-010-002</u>
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Total Amount of Lien **\$1,875**

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.

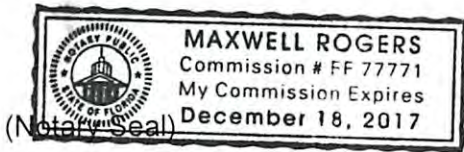
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Litedra Burgess
Litedra Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July, 2014 by Litedra Burgess, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *K. H. P. A. C. A.*
Date: 6/30/14

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



Roof Replacement

921 West Michigan Avenue – Litedra Burgess

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and C. Patrick Granat, (the "Recipient"), owner of residential property located at 402 SE Syrcle Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,697**, 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 **\$1,697**, which shall be comprised of a cash contribution of **\$1,697**.
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 **24th** day of **July 2014**, and the Project shall be complete on or before the **24th** day of **October 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

C. Patrick Granat
402 SE Syrcle Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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
(SEAL)

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: _____

For Recipient:

C. Patrick Granat, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2014 by C. Patrick Granat, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

6653-155-47-146-0

(Notary Seal)

Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

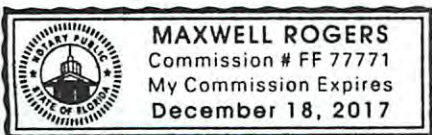


EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **C. Patrick Granat**
Property Address: **402 SE Syrcle Drive, Pensacola, Florida, 32507**

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

Sanitary Sewer Connection.

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

Lien Agreement

Applicant Name
C. Patrick Granat

Address of Property
402 SE Syrcle Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-451-021

Total Amount of Lien

\$1,697

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

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

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

For Recipient:

[Handwritten Signature]

C. Patrick Granat, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2014 by C. Patrick Granat, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.
6653-155-47-146-0

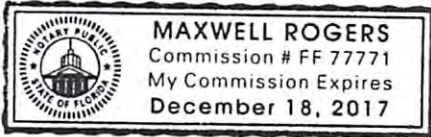
[Handwritten Signature]

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)



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: _____

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*
Date: 6/11/14

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection

402 SE Syrcle Drive – C. Patrick Granat

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Sally Hope, (the "Recipient"), owner of residential property located at 110 Lakewood Road, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,450, 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 \$1,450, which shall be comprised of a cash contribution of \$1,450.
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 24th day of July 2014, and the Project shall be complete on or before the 24th day of October 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:

Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Sally Hope
110 Lakewood Road
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: Kathal ACK
Date: 6/25/14

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:

Sally Hope

Sally Hope, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2014 by Sally Hope, Property Owner. She () is personally known to me or () has produced FL Div. Lic as identification.
H-100-781-46-871-0

Maxwell Rogers

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Sally Hope**

Property Address: **110 Lakewood Road, Pensacola, Florida, 32507**

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

Sanitary Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Sally Hope

Address of Property
110 Lakewood Road
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-2005-014

Total Amount of Lien

\$1,450

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: Sally Hope
Sally Hope, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2014 by Sally Hope, Property Owner. She () is personally known to me or () has produced FL Driv. Lic as identification.
H-100-781-46-871-0

[Signature]
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kathal Aca
Date: 6/25/14

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection
110 Lakewood Rd – Sally Hope

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Johnnie Kidd, (the "Recipient"), owner of residential property located at 1710 West Lakeview Avenue, 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 **\$1,950**, 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 **\$1,950**, which shall be comprised of a cash contribution of **\$1,950**.
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 **24th** day of **July 2014**, and the Project shall be complete on or before the **24th** day of **October 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):
Johnnie Kidd
1710 West Lakeview Avenue
Pensacola, FL 32501

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/2/14

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:

[Signature]
Johnnie Kidd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2014 by Johnnie Kidd, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.
K300-432-50-254-0

[Signature]
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Johnnie Kidd**

Property Address: **1710 West Lakeview Avenue, Pensacola, Florida, 32501**

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

Roof Replacement.

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

Lien Agreement

Applicant Name(s) <u>Johnnie Kidd</u>	Address of Property <u>1710 West Lakeview Avenue Pensacola, FL 32501</u>	Property Reference No. <u>17-2S-30-1000-017-024</u>
---	--	---

Total Amount of Lien **\$1,950**

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.

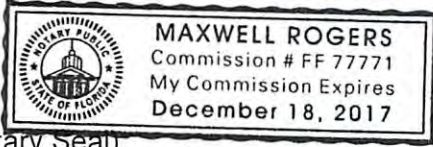
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Johnnie Kidd
Johnnie Kidd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2014 by Johnnie Kidd, Property Owner. He () is personally known to me or (X) has produced FL Drivers Lic as identification.
K300-432-50-254-0



(Notary Seal)

Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency
By/Title: [Signature]
Date: 7/2/14

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



Roof Replacement

1710 West Lakeview Ave – Johnnie Kidd

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 24th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Colvin L. Jr. and Evelyn D. Rancifer, (the "Recipient(s)"), owner of residential property located at 1611 West Lakeview Avenue, 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 **\$2,251**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,251**, which shall be comprised of a cash contribution of **\$2,251**.
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 **24th** day of **July 2014**, and the Project shall be complete on or before the **24th** day of **October 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):

Colvin L. Jr. and Evelyn D. Rancifer
1611 West Lakeview Avenue
Pensacola, FL 32501

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: Kathleen A. Childers
Date: 6/23/14

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

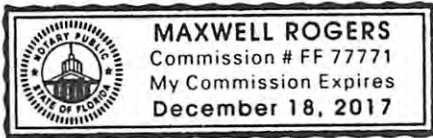
ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)



For Recipient(s):

Colvin L. Rancifer, Jr.
Colvin L. Rancifer, Jr., Property Owner
Evelyn D. Rancifer
Evelyn D. Rancifer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of June, 2014 by Colvin L. Rancifer, Jr., Property Owner. He () is personally known to me or () has produced FL Div. 11c RS21-112-46-420-0 as identification.

The foregoing instrument was acknowledged before me this 26th day of June, 2014 by Evelyn D. Rancifer, Property Owner. She () is personally known to me or () has produced FL Div. 11c RS21-202-50-064-0 as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Colvin L. Jr. and Evelyn D. Rancifer**
Property Address: **1611 West Lakeview Avenue, Pensacola, Florida, 32501**

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

Roof Replacement.

**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.
<u>Colvin L. Jr. and Evelyn D. Rancifer</u>	<u>1611 West Lakeview Avenue</u> <u>Pensacola, FL 32501</u>	<u>17-2S-30-1000-001-014</u>

Total Amount of Lien **\$2,251**

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

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

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

For Recipient(s):

Colvin L. Rancifer Jr
Colvin L. Rancifer, Jr, Property Owner
Evelyn D. Rancifer
Evelyn D. Rancifer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of June, 2014 by Colvin L. Rancifer, Jr, Property Owner. He () is personally known to me or () has produced FL Div. Lic R-521-112-46-420-0 as identification.

The foregoing instrument was acknowledged before me this 26th day of June, 2014 by Evelyn D. Rancifer, Property Owner. She () is personally known to me or () has produced FL Div. Lic R-521-202-50-669-0 as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

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: Kathleen Acit
Date: 6/25/14



Roof Replacement

**1611 West Lakeview Ave – Colvin L. Jr and Evelyn D.
Rancifer**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of July 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Lilia Oakey Whitehouse, (the "Recipient"), owner of residential property located at 1306 Wilson Avenue, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,245**, 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 **\$1,245**, which shall be comprised of a cash contribution of **\$1,245**.
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 **24th** day of **July 2014**, and the Project shall be complete on or before the **24th** day of **October 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):
Lilia Oakey Whitehouse
1306 Wilson Avenue
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 6/23/14

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:

[Signature]
Lilia Oakey Whitehouse, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2014 by Lilia Oakey Whitehouse, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.
0 232-531-88-677-0

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

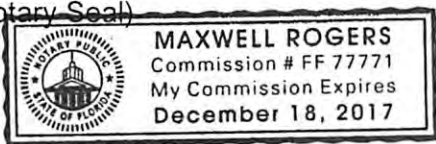


EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lilia Oakey Whitehouse**

Property Address: **1306 Wilson Avenue, Pensacola, Florida, 32507**

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

Sanitary Sewer Connection.

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

Lien Agreement

Applicant Name(s) <u>Lilia Oakey Whitehouse</u>	Address of Property <u>1306 Wilson Avenue</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5000-019-007</u>
--	---	--

Total Amount of Lien **\$1,245**

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:

[Handwritten Signature]

Lilia Oakey Whitehouse, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2014 by Lilia Oakey Whitehouse, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification. 0232-531-88-677-0

[Handwritten Signature]

Signature of Notary Public

MAXWELL ROGERS

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: _____

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*
Date: 6/23/14

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection

1306 Wilson Avenue – Lilia Oakey Whitehouse



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6466

County Administrator's Report 15. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 919 West Michigan Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 919 West Michigan Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 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 Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 919 West Michigan Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Litedra Burgess, the owner of commercial property located at 919 West Michigan Avenue, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,987, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301 for roof replacement; and

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

BACKGROUND:

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301, and/or NED 2010 CDBG, Fund 129, Cost Center 220435, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Litedra Burgess

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **24th** day of **July 2014**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Litedra Burgess**, (the "Recipient"), owner of commercial property located at **919 West Michigan Avenue**, Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$2,987**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,987**, which shall be comprised of a cash contribution of **\$2,987**.
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 **24th** day of **July 2014**, and the Project shall be complete on or before the **24th** day of **October 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

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

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

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

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

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

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

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

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Litedra Burgess
919 West Michigan Avenue
Pensacola, FL 32505

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

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

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

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

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

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

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

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

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

For: **Escambia County
Board of County Commissioners**

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 6/25/19

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:
[Signature]
Litedra Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July 2014 by **Litedra Burgess**, Property Owner. She () is personally known to me or () has produced FL Lic B622 ... 76... 0 as identification.



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Litedra Burgess**
Property Address: **919 West Michigan Avenue, Pensacola, FL 32505**

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

Roof Replacement.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Litedra Burgess</u>	<u>919 West Michigan Avenue Pensacola, Florida 32505</u>	<u>46-1S-30-1100-011-002</u>

Total Amount of Lien **\$2,987**

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.

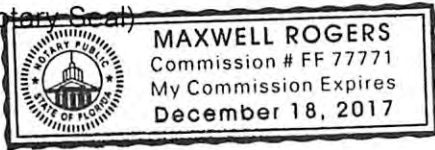
For Recipient:

Litedra Burgess
Litedra Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July, 2014 by Litedra Burgess, Property Owner. She () is personally known to me or () has produced FL Drivers LIC as identification.

(Notary Seal)



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 6/25/14

For: **Escambia County
Board of County Commissioners**

By: _____
Lumon J. May, Chairman

Date Executed: _____

BCC Approved: _____

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

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502



Roof Replacement

919 West Michigan Avenue – Litedra Burgess



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6467

County Administrator's Report 15. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 24, 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 Lien:

A. Approving the following Lien cancellation, as the Grant recipient has met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Bien Dong Oriental Market	3510 West Mobile Highway	\$10,000

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

BACKGROUND:

The aforementioned property owner has satisfied the 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 Lien 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

Bien Dong Oriental Market

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 **\$10,000** executed by **Bien Dong Oriental Market**, and recorded in Official Record Book **7046** at pages **1097-1098**, 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.

Approved as to form and legal
sufficiency

By/Title: K. Huel/ACA
Date: 6/26/19

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
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-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.
<u>Bien Dong Oriental Market Corp of Pensacola</u>	<u>3510 West Mobile Highway Pensacola, Florida 32505</u>	<u>33-2S-30-3008-000-000</u>

Total Amount of Lien **\$10,000**

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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013052355 07/16/2013 at 03:09 PM
OFF REC BK: 7046 PG: 1097 - 1098 Doc Type: L
RECORDING: \$18.50

Verified By: *Ottavia*
Date: *5/20/2013*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: **Bien Dong Oriental Market Corp of Pensacola**

[Signature]
Jonny Phan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of April, 2013 by Jonny Phan, Property Owner. He/She () is personally known to me or () has produced [Identification] as identification.



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County Board of County Commissioners**

By: [Signature]
Gene M. Valentino, Chairman

Date Executed: 05-16-2013

BCC Approved: 05-16-2013

ATTORNEY **PAM CHILDERS**
Clerk of the Circuit Court
[Signature]
Deputy Clerk

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: [Signature]
Date: 4/23/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6468

County Administrator's Report 15. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following July 24, 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 three Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
Gregory K. Johnson	18 Milton Road	\$1,087
David & Susan Myers	1319 Wilson Avenue	\$1,247
Christine M. Rice	218 Payne Road	\$927

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

Gregory K. Johnson

David & Susan Myers

Christine M. Rice

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 **Gregory K. Johnson** and recorded in Official Record Book **7046** at pages **1099-1100**, 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.

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 6/26/19

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
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-8

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Gregory K. Johnson</u>	Address of Property <u>18 Milton Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-012-028</u>
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Total Amount of Lien **\$1,087**

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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013052356 07/16/2013 at 03:09 PM
OFF REC BK: 7046 PG: 1099 - 1100 Doc Type: L
RECORDING: \$18.50

Verified By: *Attorney*

Date: 4/22/2013

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

For Recipient:

Gregory K. Johnson
Gregory K. Johnson, Property Owner

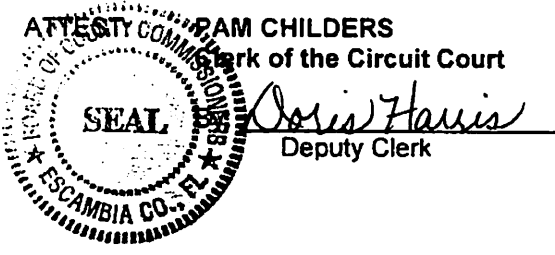
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2013 by Gregory K. Johnson, Property Owner. (He/She) is personally known to me or () has produced PI No. 52529167150 as identification.



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



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: [Signature]
Date: 3/21/13

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 **\$1,247**, executed by **David & Susan Myers** and recorded in Official Record Book **7048** at pages **927-928**, 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.

Approved as to form and legal
sufficiency.

By/Title: Kathleen A. C. [Signature]
Date: 6/26/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
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-16

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013053489 07/19/2013 at 03:09 PM
OFF REC BK: 7048 PG: 927 - 928 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) <u>David & Susan Myers</u>	Address of Property <u>1319 Wilson Avenue</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5000-010-006</u>
--	---	---

Total Amount of Lien \$1,247

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.

Date: 5/20/2013 Verified By: *D. Harris*

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

For Recipient(s):

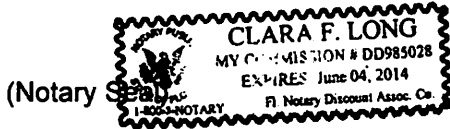
[Signature]
David Myers, Property Owner

[Signature]
Susan Myers, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of April, 2013 by David Myers, Property Owner. He () is personally known to me or () has produced FLC No 20-72-0 as identification.

The foregoing instrument was acknowledged before me this 19th day of April, 2013 by Susan Myers, Property Owner. She () is personally known to me or () has produced FLC No 20-75-0 as identification.

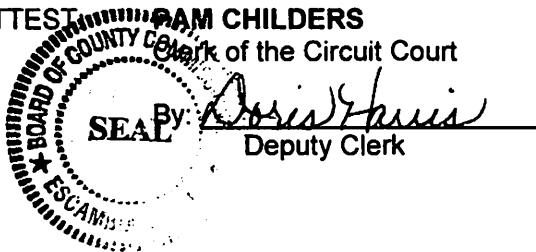


[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Gene M. Valentino, Chairman

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



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: [Signature]
Date: 4/12/13

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 \$927, executed by Christine M. Rice and recorded in Official Record Book 7048 at pages 923-924, 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.

Approved as to form and legal
sufficiency.

By/Title: K. Duval, A.C.T.
Date: 6/26/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
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-13

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013053487 07:19:2013 at 03:08 PM
OFF REC BK: 7048 PG: 923 - 924 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) <u>Christine M. Rice</u>	Address of Property <u>218 Payne Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-385-018</u>
---	--	--

Total Amount of Lien \$927

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.

Verified By: *Alexia*
Date: 5/20/2013

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

For Recipient:

Christine M Rice
Christine M. Rice, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of April, 2013 by Christine M. Rice, Property Owner. He (She) is personally known to me or has produced FLIC R2000000000 as identification.



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

Date Executed: 05-16-2013

BCC Approved: 05-16-2013



PAM CHILDERS
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

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: Kathal ACH
Date: 4/4/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6369

County Administrator's Report 15. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Escambia Consortium 2014 Annual Action Plan

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Escambia Consortium 2014 Annual Action Plan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Escambia Consortium 2014 Annual Action Plan:

A. Approve the Escambia Consortium 2014 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and

B. Authorize the County Administrator to execute all 2014 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

[Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG - Cost Centers to be assigned]

A complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com>

BACKGROUND:

With Congressional approval of the National Affordable Housing Act, local government grantees are required to prepare and submit for HUD approval a local housing specific planning document encompassing a five year period, known as the Consolidated Plan (for Housing and Community Development). Staff of the Neighborhood Enterprise Division of the Community and Environment Department, in conjunction with representatives of other members of the Escambia Consortium (City of Pensacola, Santa Rosa County, and City of Milton), prepared the 2010-2014 Escambia Consortium Consolidated Plan, as approved by the Board on August 4, 2011 (see **Exhibit I** for Board resume) and by the U.S. Department of HUD in October 2011,

enabling the local jurisdictions to continue to receive HUD funds under the CDBG, HOME, and ESG programs.

Additionally, each year the Consortium must prepare and submit an Annual Action Plan, which incorporates the specific funding applications of all member jurisdictions for the CDBG, HOME, and ESG Programs for that fiscal year. This funding will encompass the HUD Program Year extending from October 1, 2014 through September 30, 2015. A detailed breakdown of the projects and activities to be financed with 2014 CDBG, HOME, and ESG resources is provided in **Exhibit II** (NOTE: Exhibit II summarizes the Plan; due to the large size of the document, a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website). Activities included in the Plan are also supportive of the Escambia County Community Redevelopment Agency and Enterprise Zone initiatives.

A public notice regarding preparation of the 2014 Annual Plan was published in the *Pensacola News Journal* on February 23, 2014 to initiate the public participation process in order to receive public input, comments and agency proposals or recommendations concerning housing and community development needs and priorities within the area. A public hearing was held in Escambia County on March 18 and one public hearing was held in Santa Rosa County on March 19. Following the input phase of the process, the Plan was drafted and made available for public review and comment. During this period, various County Departments typically submit project proposals for CDBG eligible activities targeting lower income neighborhoods. The CDBG, HOME and ESG activities proposed for funding through the 2014 Annual Action Plan were prominently advertised in the *Pensacola News Journal* on April 22, 2014 for a minimum 30 day comment period, and two additional public hearings were held on May 6 in Escambia County and May 14 in Santa Rosa County, to receive public review, comments and specific input concerning the draft Plan. Finally, as denoted in the public notice, written comments were received by the Consortium through May 26, 2014. Copies of the draft Annual Action Plan were available in numerous accessible locations in Escambia and Santa Rosa Counties during the review period.

The final step in the process is to obtain approval of the Plan by participating governmental bodies within the Consortium. The City of Pensacola, Santa Rosa County, and the City of Milton will approve the Plans during their respective June or July Council (or Board) meetings, with Escambia County's approval currently targeted for July 24, 2014. Escambia County serves as the lead participating jurisdiction for the Consortium. The Plan is due to HUD on or before August 15, 2014, and HUD approval is anticipated in late October 2014.

BUDGETARY IMPACT:

The Annual Action Plan does not commit any County General Fund revenue. The County will receive the below listed amounts for uses specified in the Annual Action Plan and summarized in Exhibit II of this recommendation:

<u>Funding</u>	<u>Amount</u>
CDBG/Fund 129	\$1,653,390
HOME/Fund 147	\$975,346
ESG/Fund 110	\$136,359
TOTALS:	\$2,765,095

LEGAL CONSIDERATIONS/SIGN-OFF:

Forms requiring execution have been reviewed by the County Legal Department, specifically Kristin Hual, Assistant County Attorney.

PERSONNEL:

Preparation of the Plan and implementation of the CDBG, HOME, and ESG activities financed hereunder are administered by the Neighborhood Enterprise Division of the Escambia Community & Environment Department and/or staff of the Consortium's member jurisdictions.

POLICY/REQUIREMENT FOR BOARD ACTION:

In order to receive 2014 CDBG, HOME, and ESG funding, the Annual Action Plan must be approved by the Board prior to the August 15, 2014 submission deadline.

IMPLEMENTATION/COORDINATION:

Completion of the Annual Plan process necessitated extensive coordination with many sectors of the local community, such as public and private affordable housing interests; County Departments with respect to CDBG project activities; non profit public service agencies; agencies of the State of Florida; local public housing authorities; organizations providing services to the homeless; Escambia County, City of Pensacola and Santa Rosa County administrative and program staff; interested citizens; and low/moderate income families. This Plan would have been an impossibility without the extensive level of input provided by governmental and community agencies, and direction provided by HUD staff. The Annual Action Plan was jointly prepared through the efforts of the Neighborhood Enterprise Division of the County's Community & Environment Department, the Pensacola Housing Department and Santa Rosa County's Community Planning, Zoning, and Development Division.

Attachments

Exhibit I

Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.

9. See Page 40.

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

SUMMARY

ESCAMBIA CONSORTIUM, FLORIDA

2014/2015 ANNUAL PLAN

(OCTOBER 1, 2014 - SEPTEMBER 30, 2015)

COMPRISED OF:

**ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA
COUNTY, AND CITY OF MILTON**

CONTACTS:

ESCAMBIA COUNTY (Lead Agency):

Randy Wilkerson
Escambia County
Community & Environment Department
Pensacola, Florida
Phone: (850) 458-0466
Fax: (850) 458-0464
wrwilker@myescambia.com

CITY OF PENSACOLA:

Marcie Whitaker, Housing Administrator
Housing Office
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0350
Fax: (850) 595-0113
mwhitaker@cityofpensacola.com

SANTA ROSA COUNTY/MILTON:

Erin Malbeck, Housing Program Coordinator
Santa Rosa County Community Planning,
Zoning and Development Division
6051 Old Bagdad Highway, Suite 201
Milton, FL 32583
Phone: (850) 981-7089
Fax: (850) 981-7099
ErinM@santarosa.fl.gov

DATE: *Final Draft (June 2014)*

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If Revision, select appropriate letter(s): * Other (Specify)
--	--	--

*3. Date Received: 08/14/14	4. Application Identifier: 59-6000-598
--------------------------------	---

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
--------------------------------	--------------------------------

State Use Only:

6. Date Received by State: 08/14/14	7. State Application Identifier: N/A
-------------------------------------	--------------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: Escambia County	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598	*c. Organizational DUNS: 075079673

d. Address:

*Street1: 221 Palafox Place
 Street 2: P.O. Box 1591
 *City: Pensacola
 County: Escambia
 *State: Florida
 Province:
 Country: *Zip/ Postal Code: 32591

e. Organizational Unit:

Department Name: Community & Environment Department	Division Name: Neighborhood Enterprise Division
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Middle Name: Randy *Last Name: Wilkerson Suffix:	First Name: Walton
Title: Division Manager	
Organizational Affiliation: Escambia County	

*Telephone Number: (850) 595-0022	Fax Number: N/A
*Email: wrwilker@myescambia.com	

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Entitlement Grant CDBG

*12. Funding Opportunity Number: N/A

*Title:

13. Competition Identification Number: N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Escambia County

*15. Descriptive Title of Applicant's Project:

Escambia County CDBG Program

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: FL District 01

*a. Applicant FL District 01

*b. Program/Project: FL District 01

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal \$1,653,390.00

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income \$15,000.00

*g. TOTAL \$1,668,390.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/14

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: *First Name: Jack

Middle Name: R.

*Last Name: Brown

Suffix:

*Title: County Administrator

*Telephone Number: (850) 595-4946

Fax Number: N/A

*Email: jrbrown@myescambia.com

*Signature of Authorized Representative:

Date Signed:

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency

By/Title: 

Date: 8/24/14

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: **B. County Government**

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME

*12. Funding Opportunity Number: **N/A**

*Title:

13. Competition Identification Number: **N/A**

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Escambia Consortium, Florida

*15. Descriptive Title of Applicant's Project:

Escambia Consortium HOME Program

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: FL District 01

*a. Applicant FL District 01

*b. Program/Project: FL District 01

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal \$975,346.00

*b. Applicant

*c. State

*d. Local

*e. Other \$219,453.00

*f. Program Income

*g. TOTAL \$1,194,799.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/14

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: *First Name: Jack

Middle Name: R.

*Last Name: Brown

Suffix:

*Title: County Administrator

*Telephone Number: (850) 595-4946

Fax Number: N/A

*Email: jrbrown@myescambia.com

*Signature of Authorized Representative:

Date Signed:

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.

By/Title: John H. A. H.
Date: 6/24/14

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

ESG

*12. Funding Opportunity Number: N/A

*Title:

13. Competition Identification Number: N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Escambia County, Florida

*15. Descriptive Title of Applicant's Project:

Escambia County ESG

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: FL District 01

*a. Applicant
FL District 01

*b. Program/Project:
FL District 01

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal \$136,359.00

*b. Applicant

*c. State

*d. Local

*e. Other \$136,359.00

*f. Program Income

*g. TOTAL \$272,718.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/14

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: *First Name: Jack

Middle Name: R.

*Last Name: Brown

Suffix:

*Title: County Administrator

*Telephone Number: (850) 595-4946

Fax Number: N/A

*Email: jrbrown@myescambia.com

*Signature of Authorized Representative:

Date Signed:

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.

By/Title: John A. Adams
Date: 08/29/14



2014 Annual Action Plan City of Pensacola

SF 424

Date Submitted 8/15/14	Applicant Identifier 59-6000-406	Type of Submission	
Date Received by state 8/15/14	State Identifier	Application	Pre-application
Date Received by HUD 8/15/14	Federal Identifier	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Jurisdiction: City of Pensacola		UOG Code: 122466	
Physical Address: 222 W. Main St. (32502)		Organizational DUNS: 148083558	
Mailing Address: P.O. Box 12910 (32521)		City of Pensacola	
Pensacola	Florida	N/A	
32521	Country: U.S.A.	Housing Office	
Employer Identification Number (EIN):		Escambia County	
59-6000406		Program Year Start Date (MM/DD) 10/01	
Applicant Type:		Specify Other Type if necessary:	
Local Government: City (Escambia Consortium)		: N/A	
Program Funding		U.S. Department of Housing and Urban Development	
Activities of the City of Pensacola's Community Development Block Grant (CDBG) Program in the amounts denoted in the following section.			
Community Development Block Grant		14.218 Entitlement Grant: CDBG	
CDBG Project Titles: City of Pensacola CDBG Program – Homeowner Housing Rehabilitation Loan/Grant; Public Services for Seniors; Code Enforcement; Temporary Relocation; Homebuyer and Foreclosure Prevention Education and Counseling; Westside Neighborhood Improvements; Program Administration		Description of Areas Affected by CDBG Project(s): City of Pensacola, Florida	
\$CDBG Grant Amount: \$704,589	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income: \$110,000		Other (Describe): \$24,771 (reallocated funds from prior years completed CDBG projects)	
Total Funds Leveraged for CDBG-based Project(s) \$729,360			

Home Investment Partnerships Program: N/A		14.239 HOME	
HOME Project Titles		Description of Areas Affected by HOME Project(s)	
\$HOME Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS: N/A		14.241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Solutions Grants Program: N/A		14.231 ESG	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
\$ESG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts: FL District 01	Project Districts FL District 01		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input checked="" type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on 8-15-2014
		<input type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First: Marcie	Middle Initial:	Last Name: Whitaker
Title: Housing Administrator	Phone: 850-858-0350	Fax: 850-595-0113
E-Mail: mwhitaker@cityofpensacola.com	Grantee Website: www.cityofpensacola.com/housing	Other Contact:
Signature of Authorized Representative		Date Signed
Ashton J. Hayward, III, Mayor		

ATTEST:

 Ericka L. Burnett, City Clerk

(SEAL)

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2014/2015 Annual Housing and Community Development Plan for the period October 1, 2014 - September 30, 2015. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2014/2015 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2014 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2014 - September 30, 2015)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2014 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,494,455** which is detailed as follows.

ESCAMBIA COUNTY
2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$262,311*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$288,328

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$275,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$10,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$95,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$45,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

\$50,000

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$149,751

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project

\$200,000

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of health care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 5,000

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,653,390

=====

**CITY OF PENSACOLA
FY2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$432,754*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (estimated program income is \$110,000).

Temporary Relocation

\$ 15,000

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

CODE ENFORCEMENT:

Code Enforcement

\$35,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA)

\$70,000

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **\$35,688**
 Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

FY2014-2015 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **\$140,918**
 Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2014-2015 CDBG PROPOSED BUDGET **\$ 704,589**
 =====

Projected FY2014-2015 CDBG Grant Allocation **\$ 704,589**
Carryover from Completed Projects **\$ 24,771**

TOTAL CITY CDBG FUNDS PROJECTED TO BE AVAILABLE **\$ 729,360**
 =====

ESCAMBIA CONSORTIUM
2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES **FUNDING**
ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$241,867**
 Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **\$150,000**
 Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:
HOMEBUYER ASSISTANCE **\$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$146,302

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT)

\$97,534

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) \$ 975,346
(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2014 HOME FUNDS PROJECTED

\$ 975,346
=====

2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations

\$ 87,689

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention

\$ 38,444

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration

\$ 10,226

Administrative Cost (7.5%): \$3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED

\$136,359
=====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2014/2015 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, May 6, 2014, at the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, May 14, 2014 at Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The hearings will also incorporate information about the Analysis of Impediments to Fair Housing.

The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **MAY 26, 2014**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Marcie Whitaker at 858-0319 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Lumon J. May
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Jim Melvin, Chairman
Santa Rosa County
Board of County Commissioners

ESCAMBIA CONSORTIUM

PROJECT WORKBOOK

(Proposed Project Worksheets)

Project Name: Housing Rehabilitation							
Description:	IDIS Project #: 0001 UOG Code: 129033						
Funds will provide assistance for low & moderate income families through deferred payment loans, low interest loans, or a combination thereof, for the rehabilitation of substandard owner occupied units, including lead based paint abatement, sanitary sewer connection assistance, and to support direct program operating costs in unincorporated Escambia County (Entitlement Area). Funds may also be used for energy efficiency, handicapped accessibility enhancements, weatherization, or improvements designed to increase hurricane and high wind protection.							
Location:	Priority Need Category						
Escambia County, Florida (Community-wide)	Select one: Owner Occupied Housing ▼						
Explanation:							
Expected Completion Date:							
9/30/2015							
Objective Category							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1 Improve the quality of owner housing ▼						
<input type="checkbox"/> Availability/Accessibility	2, ▼						
<input type="checkbox"/> Affordability	3, ▼						
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	10 Housing Units ▼	Proposed	6		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
6 households sustained in affordable, owner occ'd hsg		# units completed					
14A Rehab; Single-Unit Residential 570.202 ▼				Matrix Codes ▼			
14I Lead-Based/Lead Hazard Test/Abate 570.202 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	\$519,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	10 Housing Units ▼	Proposed Units		11	Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$595,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	11		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$510,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	9		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$500,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	9		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	262,311		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	6		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Temporary Relocation							
Description:	IDIS Project #: 0002 UOG Code: 129033						
Assistance will be provided to families participating in the CDBG financed Escambia County Housing Rehabilitation Program to enable them to temporarily relocate during the rehabilitation/construction process.							
Location:	Priority Need Category						
Escambia County, Florida (Community-wide)	Select one: Owner Occupied Housing ▼						
Explanation:							
Expected Completion Date:							
9/30/15 (w/ prior year funding)							
Objective Category							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1 Improve the quality of owner housing ▼						
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	2, ▼						
	3, ▼						
Project-level Accomplishments	10 Housing Units ▼	Proposed	0		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
0 households sustained in affordable, owner occ'd hsg		# of homes/families assisted					
08 Relocation 570.201(i) ▼				Matrix Codes ▼			
14A Rehab; Single-Unit Residential 570.202 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	\$35,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	10 Housing Units ▼	Proposed Units		13	Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	Proposed Amt.	\$20,000	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units	Proposed Units	11	Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$20,000	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units	Proposed Units	9	Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$20,000	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units	Proposed Units	9	Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	CDBG	Proposed Amt.	\$0	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units	Proposed Units	0	Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	

Project Name: Fire Hydrant/Water Main Upgrades							
Description:		IDIS Project #: 0003		UOG Code: 129033			
Provides for the installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods (generally including portions of Census Tracts 14.02, 22, 28, 29, 31, 32.01, 32.02, & 34). This is a multi-year project due to the cost of the improvements.							
Location:				Priority Need Category			
Low Income Neighborhoods (CDBG Eligible Census Tracts in Escambia County)				Select one:		Infrastructure ▼	
Explanation:							
Expected Completion Date:							
9/30/2015							
Objective Category							
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories		1, Improve quality / increase quantity of public improvements for lower income persons ▼					
<input type="checkbox"/> Availability/Accessibility		2, ▼					
<input type="checkbox"/> Affordability		3, ▼					
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	Other ▼	Proposed	500 LF		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Installation/upgrading of 500 l. f. of potable water lines		linear feet installed					
03J Water/Sewer Improvements 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	\$175,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other ▼	Proposed Units	2000 L. F.		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$151,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1600 LF		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$120,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	850 LF		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$90,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	550 LF		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$95,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	500 LF		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: County Facility Handicapped Access Improvements							
Description:		IDIS Project #: 0004		UOG Code: 129033			
Funds will support the continued completion of required public facility surveys, site/accessible route evaluations, and physical construction/renovation improvements to Escambia County public facilities as required for compliance with the Americans with Disabilities Act (ADA).							
Location:		Priority Need Category					
Various County (public) facilities in Escambia County, Florida		Select one:		Public Facilities ▼			
Explanation:							
Expected Completion Date:							
12/31/2015							
Objective Category		Specific Objectives					
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Outcome Categories							
<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1		Improve the services for low/mod income persons		▼	
		2				▼	
		3				▼	
Project-level Accomplishments	11 Public Facilities ▼	Proposed	1		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Accessibility to services improved at 1 facility(ies)		ADA improvements completed at 1 facility(ies)					
10 Removal of Architectural Barriers 570.201(k) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	\$125,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	11 Public Facilities ▼	Proposed Units		2	Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$50,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	11 Public Facilities	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$50,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	11 Public Facilities	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$45,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	11 Public Facilities	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$45,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	11 Public Facilities	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Rural Elderly Assistance Program						
Description:	IDIS Project #: 0005 UOG Code: 129033					
Support for the rural elderly outreach program providing supportive services, including transportation, to enhance independent living of approximately 450 senior citizens in the rural communities of north Escambia County, generally including Cantonment, Century, Davisville, Byneville, and McDavid.						
Location:	Priority Need Category					
North Escambia County, Florida	Select one: Public Services ▼					
Explanation:						
Expected Completion Date:	Specific Objectives					
9/30/2015						
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity						
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability						
1, Improve the services for low/mod income persons ▼						
2, ▼						
3, ▼						
Project-level Accomplishments	01 People ▼	Proposed	400	Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
Enhanced access to independent living services		Assistance to a minimum of 400 elderly citizens				
05A Senior Services 570.201(e) ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt.	\$50,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	2000	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$47,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	2000	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	\$47,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	500	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	\$47,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	450	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	CDBG	▼	Proposed Amt.	\$47,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	400	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Project Name: Program Administration and Management					
Description:	IDIS Project #: 0006 UOG Code: 129033				
Provides for the oversight, management, coordination and monitoring of financial and programmatic aspects of the CDBG, HOME and related housing and community development programs in Escambia County.					
Location:	Priority Need Category				
Escambia County, Florida	Select one: Planning/Administration ▼				
Explanation:					
Expected Completion Date:					
11/30/2015					
Objective Category					
<input type="radio"/> Decent Housing					
<input type="radio"/> Suitable Living Environment					
<input type="radio"/> Economic Opportunity					
Specific Objectives					
Outcome Categories	1, _____ ▼				
<input type="checkbox"/> Availability/Accessibility	2, _____ ▼				
<input type="checkbox"/> Affordability	3, _____ ▼				
<input type="checkbox"/> Sustainability					
Project-level Accomplishments	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
Proposed Outcome	Performance Measure	Actual Outcome			
Implement housing & community development projects					
31B Administration - grantee ▼	Matrix Codes ▼	Matrix Codes ▼			
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼			
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt. \$383,680	Fund Source: ▼	Proposed Amt.	
		Actual Amount		Actual Amount	
	Fund Source: ▼	Proposed Amt.	Fund Source: ▼	Proposed Amt.	
		Actual Amount		Actual Amount	
	Accompl. Type: ▼	Proposed Units n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units		Actual Units	
	Accompl. Type: ▼	Proposed Units	Accompl. Type: ▼	Proposed Units	
		Actual Units		Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$338,148		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$308,554		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$307,698		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$288,328		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Fair Housing Services					
Description:	IDIS Project #: 0007 UOG Code: 129033				
Provision of fair housing education, intervention and mediation services for residents of Escambia County, Florida. Services provided by Escambia-Pensacola Human Relations Commission.					
Location:	Priority Need Category				
Escambia County, Florida	Select one: Planning/Administration ▼				
Explanation:					
Expected Completion Date:	<table border="1"> <tr> <td>Objective Category</td> </tr> <tr> <td><input type="radio"/> Decent Housing</td> </tr> <tr> <td><input checked="" type="radio"/> Suitable Living Environment</td> </tr> <tr> <td><input type="radio"/> Economic Opportunity</td> </tr> </table>	Objective Category	<input type="radio"/> Decent Housing	<input checked="" type="radio"/> Suitable Living Environment	<input type="radio"/> Economic Opportunity
Objective Category					
<input type="radio"/> Decent Housing					
<input checked="" type="radio"/> Suitable Living Environment					
<input type="radio"/> Economic Opportunity					
9/30/2015					
<table border="1"> <tr> <td>Outcome Categories</td> </tr> <tr> <td><input type="checkbox"/> Availability/Accessibility</td> </tr> <tr> <td><input type="checkbox"/> Affordability</td> </tr> <tr> <td><input checked="" type="checkbox"/> Sustainability</td> </tr> </table>	Outcome Categories	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input checked="" type="checkbox"/> Sustainability	
Outcome Categories					
<input type="checkbox"/> Availability/Accessibility					
<input type="checkbox"/> Affordability					
<input checked="" type="checkbox"/> Sustainability					
Specific Objectives					
1	Improve the services for low/mod income persons ▼				
2	▼				
3	▼				
Project-level Accomplishments	01 People ▼	Proposed	45	Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome		Performance Measure		Actual Outcome	
Provide fair hsg services to approx. 50 families		Assist 50 families			
21D Fair Housing Activities (subject to 20% Admin cap) 570.20i ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	\$18,500	Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.
		Actual Amount			Actual Amount
	01 People ▼	Proposed Units	50	Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	▼	Proposed Amt.	\$18,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	50		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$18,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	50		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$18,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	45		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$18,500		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	45		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Community Redevelopment Agency Support					
Description:	IDIS Project #: 0008 UOG Code: 129033				
Provides support for planning, professional staffing, operational and programmatic costs of the Escambia County Community Redevelopment Agency (CRA) which was created in 1995 to target redevelopment of designated areas of slum and blight in Escambia County.					
Location:	Priority Need Category				
Designated County Community Redevelopment Areas: Warrington, Barrancas, Palafox, Englewood, Ensley, Brownsville & Cantonment.	Select one: Planning/Administration ▼				
Expected Completion Date:	Explanation:				
12/31/2015					
Objective Category					
<input type="radio"/> Decent Housing					
<input type="radio"/> Suitable Living Environment					
<input type="radio"/> Economic Opportunity					
Specific Objectives					
Outcome Categories	1, _____ ▼				
<input type="checkbox"/> Availability/Accessibility	2, _____ ▼				
<input type="checkbox"/> Affordability	3, _____ ▼				
<input type="checkbox"/> Sustainability					
Project-level Accomplishments	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
	Accompl. Type: ▼ Proposed		Accompl. Type: ▼ Proposed		
	Underway		Underway		
	Complete		Complete		
Proposed Outcome	Performance Measure	Actual Outcome			
Create Sustainable neighborhoods					
21A General Program Administration 570.206 ▼	Matrix Codes ▼	Matrix Codes ▼			
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼			
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt. \$50,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount		Actual Amount	
	Fund Source: ▼	Proposed Amt.	Fund Source: ▼	Proposed Amt.	
		Actual Amount		Actual Amount	
	Accompl. Type: ▼	Proposed Units n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units		Actual Units	
	Accompl. Type: ▼	Proposed Units	Accompl. Type: ▼	Proposed Units	
		Actual Units		Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$20,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$10,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$10,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$17,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Brownfields Redevelopment Project						
Description:	IDIS Project #: 0009 UOG Code: 129033					
CDBG funds are critical to the assessment, evaluation and redevelopment of known or perceived Brownfields in Escambia County. Funds will be used in conjunction with currently allocated prior year CDBG dollars to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's CRA areas, the City of Pensacola's CRA areas, and/or the County, City, or Town of Century's designated Enterprise						
Location: Escambia County, City of Pensacola and/or Town of Century, Florida	Priority Need Category Select one: Economic Development ▼					
Explanation:						
Expected Completion Date: 6/30/2016	Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity					
Specific Objectives						
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability		1, Remediate and redevelop brownfields ▼ 2, ▼ 3, ▼				
Project-level Accomplishments	01 People ▼	Proposed	30000	Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Other	Proposed	1	Accompl. Type: ▼	Proposed	
	Brownfield Sites Addressed	Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
Create a suitable living environment by addressing blighting conditions		Assess/improve 1 Brownfield Site				
04A Clean-up of Contaminated Sites 570.201(d) ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
Program Year 1	CDBG ▼	Proposed Amt.	\$240,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units	2 sites	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$200,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	2 sites		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$200,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	2 sites		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$200,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1 site		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$275,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1 site		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: CRA Neighborhood Restoration Program						
Description:	IDIS Project #: 0010 UOG Code: 129033					
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, including the following designated CRA areas: Warrington, Brownsville, Englewood, Palafox, Barrancas, Cantonment & Ensley and the Escambia County Enterprise Zone.						
Location: Designated County Community Redevelopment Areas & Enterprise Zones.	Priority Need Category Select one: Public Services ▼					
Expected Completion Date: 9/30/2015	Explanation:					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives					
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1. Improve the services for low/mod income persons ▼ 2. ▼ 3. ▼					
Project-level Accomplishments	01 People ▼	Proposed	7500	Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
7500 citizens		Document number of persons assisted by various activities				
05 Public Services (General) 570.201(e) ▼		Matrix Codes ▼		Matrix Codes ▼		
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼		
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt.	\$150,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	7500	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$175,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	7500		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$175,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	7500		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$175,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	7500		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$175,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	7500		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: CRA Neighborhood Renewal Incentive					
Description:	IDIS Project #: 0011 UOG Code: 129033				
CDBG funds will match small scale, volunteer based projects targeting issues such as: improvements to public right-of-way, enhanced access to service/facilities in neighborhoods, neighborhood-level beautification and enhancement activities carried out in areas of slum and blight, specifically including the following designated CRA areas: Warrington, Brownsville, Englewood, Palafox, Barrancas, Cantonment & Ensley.					
Location:	Priority Need Category				
Designated County Community Redevelopment Areas.	Select one: Other				
Explanation:					
Expected Completion Date:	Specific Objectives				
12/31/2015					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity					
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability					
1, Improve quality / increase quantity of neighborhood facilities for low-income persons					
2,					
3,					
Project-level Accomplishments	01 People	Proposed	100	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
100 persons benefitted by activity	# of volunteers participating # of persons served/assisted				
05 Public Services (General) 570.201(e)	Matrix Codes				
Matrix Codes	Matrix Codes				
Matrix Codes	Matrix Codes				
Program Year 1	CDBG	Proposed Amt.	\$5,000	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	01 People	Proposed Units	100	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	▼	Proposed Amt.	\$2,539		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	50		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	0		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	Fund Source:	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	0		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$5,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	100		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: CRA Commercial Façade Improvement Program							
Description:	IDIS Project #: 0012 UOG Code: 129033						
Funds will support matching grants of up to \$25,000 per commercial business for exterior/façade, streetscape, landscaping, and/or related improvements along the commercial corridors located in designated CRA areas and the County Enterprise Zone (the boundaries of each are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions).							
Location:	Priority Need Category						
Designated CRA areas and Enterprise Zones in Escambia County, Florida	Select one: Economic Development ▼						
Explanation:							
Expected Completion Date:							
3/31/2016							
Objective Category							
<input type="radio"/> Decent Housing							
<input type="radio"/> Suitable Living Environment							
<input checked="" type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1, Improve economic opportunities for low-income persons ▼						
<input type="checkbox"/> Availability/Accessibility	2, ▼						
<input type="checkbox"/> Affordability	3, ▼						
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	08 Businesses ▼	Proposed	4		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
Provide façade grants for 4 businesses		# of businesses assisted					
17D Other Commercial/Industrial Improvements 570.203(a) ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
Program Year 1	CDBG ▼	Proposed Amt.	\$70,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	08 Businesses ▼	Proposed Units		5	Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$10,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	08 Businesses	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	08 Businesses	▼	Proposed Units	0		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	\$40,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	08 Businesses	▼	Proposed Units	4		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	CDBG	▼	Proposed Amt.	\$50,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	08 Businesses	▼	Proposed Units	4		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: CRA Neighborhood Improvement Project Enhancements					
Description:	IDIS Project #: 0013 UOG Code: 129033				
Activity will be coordinated with ongoing community redevelopment and housing projects located within CDBG eligible low and moderate income CRA and Enterprise Zone areas to provide improvements that may include: sidewalks, sanitary sewer, street lights, drainage improvements, and related infrastructure improvements. May be used to support costs for improvements/enhancements to County owned Senior Citizen Facilities serving unincorporated Escambia County. Any residual funds will be used in additional CDBG eligible neighborhoods.					
Location:	Priority Need Category				
Designated CRA areas and Enterprise Zones in Escambia County, Florida	Select one: Infrastructure				
Explanation:					
Expected Completion Date:					
12/31/2015					
Objective Category					
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity					
Specific Objectives					
Outcome Categories	1, Improve quality / increase quantity of public improvements for lower income persons				
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	2, 3,				
Project-level Accomplishments	01 People	Proposed	500	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Improve living environment by enhancing infrastructure in older neighborhoods	# of persons benefitted				
03 Public Facilities and Improvements (General) 570.201(c)		03L Sidewalks 570.201(c)			
03A Senior Centers 570.201(c)		Matrix Codes			
03J Water/Sewer Improvements 570.201(c)		Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	\$375,753	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	01 People	Proposed Units	4500	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	▼	Proposed Amt.	\$225,095	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	3000	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	\$200,720	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	2500	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	\$80,305	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	500	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	CDBG	▼	Proposed Amt.	\$149,751	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	1800	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Project Name: Demolition/Clearance					
Description:	IDIS Project #: 0014 UOG Code: 129033				
Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum & blight, including all County CRA areas, the Town of Century & the County's Enterprise Zone. Assistance may also be made available to individual property owners outside the designated areas who meet CDBG low income eligibility requirements. Funding may also be used to cover Env. Enforcement officer hours in target areas.					
Location:	Priority Need Category				
Designated Escambia County CRA, EZ areas and the Town of Century	Select one: Other				
Expected Completion Date:	Explanation:				
12/31/2015	Demolition and clearance of substandard properties, especially those owned by very low and low income families within the County's designated CRA areas, the Town of Century, and/or the County's Enterprise Zone.				
Objective Category	Specific Objectives				
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1, Improve economic opportunities for low-income persons				
Outcome Categories	2,				
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	3,				
Project-level Accomplishments	Other	Proposed	2	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Improve living environment by eliminating blight conditions in older neighborhoods	# of properties addressed (demolitions/clean-ups)				
04 Clearance and Demolition 570.201(d)	Matrix Codes				
15 Code Enforcement 570.202(c)	Matrix Codes				
Matrix Codes	Matrix Codes				
Program Year 1	CDBG	Proposed Amt.	\$30,000	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Other	Proposed Units	10	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	Fund Source: ▼	Proposed Amt.	\$30,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Units	10	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	CDBG ▼	Proposed Amt.	\$25,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	5	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	\$20,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households ▼	Proposed Units	3	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	CDBG ▼	Proposed Amt.	\$10,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households ▼	Proposed Units	2	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Foreclosure Prevention Education & Counseling							
Description:	IDIS Project #: 0022 UOG Code: 129033						
Foreclosure prevention guidance, education and assistance in an effort to assist lower income (below 80% of median income) Escambia County residents avoid foreclosure and retain ownership of their homes.							
Location:	Priority Need Category						
Escambia County, Florida (including Pensacola & Century)	Select one: Public Services ▼						
Expected Completion Date:	Explanation:						
12/31/2015	Individual counseling and educational opportunities to be provided under the Foreclosure Prevention Program to provide opportunities to review each individual's current situation and discuss options for assistance regarding foreclosure prevention.						
Objective Category	Specific Objectives						
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1, Improve the services for low/mod income persons ▼						
Outcome Categories	2, ▼						
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	3, ▼						
Project-level Accomplishments	04 Households ▼	Proposed	10		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
10 households to receive assistance		Number of households assisted					
05 Public Services (General) 570.201(e) ▼					Matrix Codes ▼		
Matrix Codes ▼					Matrix Codes ▼		
Matrix Codes ▼					Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt.	\$33,981		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households ▼	Proposed Units	20		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	04 Households	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	Fund Source:	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	Fund Source:	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.	\$15,500	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	10	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Project Name: Public Facility: Community Health Clinic Redevelopment Project							
Description:	IDIS Project #: 0026 UOG Code: 129033						
Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard In Escambia County, Fl.							
Location:	Priority Need Category						
Escambia County Brownfield site (Pace Blvd.)	Select one: Public Facilities ▼						
Explanation:							
Expected Completion Date:							
6/30/2016							
Objective Category							
<input type="radio"/> Decent Housing							
<input checked="" type="radio"/> Suitable Living Environment							
<input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1, Improve quality / increase quantity of public improvements for lower income persons ▼						
<input checked="" type="checkbox"/> Availability/Accessibility	2, ▼						
<input type="checkbox"/> Affordability	3, ▼						
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	11 Public Facilities ▼	Proposed	1		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome	Performance Measure	Actual Outcome					
Improve living environment by enhancing public facilities in redevelopment areas	Development of 1 new public facility						
03 Public Facilities and Improvements (General) 570.201(c) ▼				Matrix Codes ▼			
03P Health Facilities 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	Fund Source: ▼	Proposed Amt.	n/a		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units	n/a		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	Fund Source: ▼	Proposed Amt.	n/a	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units	n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	Fund Source: ▼	Proposed Amt.	n/a	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units	n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	\$125,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	11 Public Facilities ▼	Proposed Units	1	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	CDBG ▼	Proposed Amt.	\$200,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	1	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: Substantial Rehabilitation/Reconstruction - Escambia County					
Description:	IDIS Project #: 0016 UOG Code: 129033				
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3 severely substandard homeowner occupied housing units (Escambia County)					
Location:	Priority Need Category				
Unincorporated Escambia County, Florida	Select one: Owner Occupied Housing				
Explanation:					
Expected Completion Date:					
12/31/2015					
Objective Category					
<input checked="" type="radio"/> Decent Housing					
<input type="radio"/> Suitable Living Environment					
<input type="radio"/> Economic Opportunity					
Specific Objectives					
Outcome Categories	1 Improve the quality of owner housing				
<input checked="" type="checkbox"/> Availability/Accessibility	2				
<input type="checkbox"/> Affordability	3				
<input checked="" type="checkbox"/> Sustainability					
Project-level Accomplishments	10 Housing Units	Proposed	3	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome		Performance Measure		Actual Outcome	
3 owner occupied households sustained		# of units receiving assistance			
14A Rehab; Single-Unit Residential 570.202		Matrix Codes			
14I Lead-Based/Lead Hazard Test/Abate 570.202		Matrix Codes			
Matrix Codes		Matrix Codes			
Program Year 1	HOME	Proposed Amt.	\$627,484	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	10 Housing Units	Proposed Units	9	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	HOME	▼	Proposed Amt.	\$558,516		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	8		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	HOME	▼	Proposed Amt.	\$410,192		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	4		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	HOME	▼	Proposed Amt.	\$386,077		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	3-4		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	HOME	▼	Proposed Amt.	\$241,867		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	3		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Homebuyer Assistance - Escambia							
Description:		IDIS Project #: 0024		UOG Code: 129033			
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)							
Location:				Priority Need Category			
Escambia County, Florida				Select one:		Owner Occupied Housing ▼	
Explanation:							
Expected Completion Date:							
12/31/2016							
Objective Category				Specific Objectives			
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Outcome Categories							
<input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability				1, Improve access to affordable owner housing ▼			
				2, ▼			
				3, ▼			
Project-level Accomplishments	04 Households ▼	Proposed	14		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
14 households will receive home purchase assistance		# of families successfully purchasing homes					
13 Direct Homeownership Assistance 570.201(n) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	HOME ▼	Proposed Amt.	\$0		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households ▼	Proposed Units		0	Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	HOME	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	04 Households	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	HOME	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	04 Households	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	Fund Source:	▼	Proposed Amt.	\$0	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	0	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.	\$150,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	14	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Project Name: Substantial Rehabilitation/Reconstruction - Pensacola						
Description:	IDIS Project #: 0017 UOG Code: 129033					
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units (Pensacola)						
Location:	Priority Need Category					
City of Pensacola, Florida	Select one: Owner Occupied Housing ▼					
Explanation:						
Expected Completion Date:						
12/31/2015						
Objective Category						
<input checked="" type="radio"/> Decent Housing						
<input type="radio"/> Suitable Living Environment						
<input type="radio"/> Economic Opportunity						
Specific Objectives						
Outcome Categories	1 Improve the quality of owner housing ▼					
<input checked="" type="checkbox"/> Availability/Accessibility	2 ▼					
<input type="checkbox"/> Affordability	3 ▼					
<input checked="" type="checkbox"/> Sustainability						
Project-level Accomplishments	10 Housing Units ▼	Proposed	2	Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
2 owner occupied households will have sustained aff. hsg via major rehabilitation		# of units receiving assistance				
14A Rehab; Single-Unit Residential 570.202 ▼		Matrix Codes ▼				
14I Lead-Based/Lead Hazard Test/Abate 570.202 ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
Program Year 1	HOME ▼	Proposed Amt.	\$358,445	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units ▼	Proposed Units	5	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	HOME	▼	Proposed Amt.	\$316,852		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	3		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	HOME	▼	Proposed Amt.	\$205,158		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	HOME	▼	Proposed Amt.	\$193,097		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	HOME	▼	Proposed Amt.	\$195,993		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: Homebuyer Assistance - Santa Rosa							
Description:	IDIS Project #: 0018 UOG Code: 129033						
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)							
Location:	Priority Need Category						
Santa Rosa County, Florida	Select one: Owner Occupied Housing ▼						
Explanation:							
Expected Completion Date:							
12/31/2015							
Objective Category							
<input checked="" type="radio"/> Decent Housing							
<input type="radio"/> Suitable Living Environment							
<input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1 Improve access to affordable owner housing ▼						
<input type="checkbox"/> Availability/Accessibility	2, ▼						
<input checked="" type="checkbox"/> Affordability	3, ▼						
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	04 Households ▼	Proposed	13		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
13 households will receive home purchase assistance		# of families successfully purchasing homes					
13 Direct Homeownership Assistance 570.201(n) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	HOME ▼	Proposed Amt.	\$262,717		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households ▼	Proposed Units	23		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	HOME	▼	Proposed Amt.	\$232,232	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	04 Households	▼	Proposed Units	24	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	HOME	▼	Proposed Amt.	\$150,368	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	04 Households	▼	Proposed Units	13	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	Fund Source:	▼	Proposed Amt.	\$141,528	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	13	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.	\$143,650	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	13	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Project Name: Rental Housing Development (CHDO Set-Aside)					
Description:	IDIS Project #: 0019 UOG Code: 129033				
Provide low interest and/or deferred loan assistance to partially support the costs for development of affordable rental nad/or homeownership units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.					
Location:	Priority Need Category				
Escambia Consortium, Florida	Select one: Other				
Expected Completion Date:	Explanation:				
6/1/2016	CHDO's may sponsor, develop or own rental or ownership housing for the benefit of HOME eligible tenants or buyers.				
Objective Category	Specific Objectives				
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1, Increase the supply of affordable rental housing				
Outcome Categories	2,				
<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	3,				
Project-level Accomplishments	10 Housing Units	Proposed	2	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
2 families have new access to affordable rental housing	# of rental units produced & families assisted				
05S Rental Housing Subsidies (if HOME, not part of 5% 570.20)	Matrix Codes				
Matrix Codes	Matrix Codes				
Matrix Codes	Matrix Codes				
Program Year 1	HOME	Proposed Amt.	\$267,567	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	10 Housing Units	Proposed Units	8	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	HOME	▼	Proposed Amt.	\$236,520		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	4		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	HOME	▼	Proposed Amt.	\$153,144		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	HOME	▼	Proposed Amt.	\$144,141		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	HOME	▼	Proposed Amt.	\$146,302		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: CHDO Operating Expenses					
Description:	IDIS Project #: 0020 UOG Code: 129033				
Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction. NO FUNDING IS AVAILABLE FOR THIS ACTIVITY FOR 2014/15.					
Location: Escambia Consortium, Florida	Priority Need Category Select one: Other				
Expected Completion Date: n/a	Explanation:				
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives				
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1, Improve access to affordable rental housing				
	2,				
	3,				
Project-level Accomplishments	Other	Proposed	n/a	Accompl. Type:	Proposed
		Underway			Underway
	Develop/Manage Aff. Hsg	Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
		Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Increase access to rental housing	Housing services delivered				
211 HOME CHDO Operating Expenses (subject to 5% cap)	Matrix Codes				
Matrix Codes	Matrix Codes				
Matrix Codes	Matrix Codes				
Program Year 1	HOME	Proposed Amt.	\$89,189	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units	n/a	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	HOME	▼	Proposed Amt.	\$74,995		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	HOME	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	HOME	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	HOME	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: HOME Program Administration/Management									
Description:		IDIS Project #: 0021		UOG Code: 129033					
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.									
Location:				Priority Need Category					
Escambia Consortium, Florida				Select one:		Planning/Administration ▼			
Explanation:									
Expected Completion Date:									
10/31/2015									
Objective Category									
<input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity									
Outcome Categories				Specific Objectives					
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability				1, _____ ▼					
				2, _____ ▼					
				3, _____ ▼					
Project-level Accomplishments	Accompl. Type: ▼		Proposed	n/a		Accompl. Type: ▼		Proposed	
			Underway					Underway	
			Complete					Complete	
	Accompl. Type: ▼		Proposed			Accompl. Type: ▼		Proposed	
			Underway					Underway	
			Complete					Complete	
	Accompl. Type: ▼		Proposed			Accompl. Type: ▼		Proposed	
			Underway					Underway	
			Complete					Complete	
Proposed Outcome			Performance Measure			Actual Outcome			
Quality delivery of services									
19A HOME Admin/Planning Costs of PJ (not part of 5% Ad) ▼					Matrix Codes ▼				
Matrix Codes ▼					Matrix Codes ▼				
Matrix Codes ▼					Matrix Codes ▼				
Program Year 1	HOME ▼		Proposed Amt.	\$178,377		Fund Source: ▼		Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source: ▼		Proposed Amt.			Fund Source: ▼		Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type: ▼		Proposed Units	n/a		Accompl. Type: ▼		Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type: ▼		Proposed Units			Accompl. Type: ▼		Proposed Units	
			Actual Units					Actual Units	

Program Year 2	HOME	▼	Proposed Amt.	\$157,679		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	HOME	▼	Proposed Amt.	\$102,095		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	HOME	▼	Proposed Amt.	\$96,093		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	HOME	▼	Proposed Amt.	\$97,534		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: HESG13-Emergency Shelter (Loaves & Fishes Soup Kitchen)							
Description:		IDIS Project #: 0015		UOG Code: 129033		Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. homeless center and emergency shelter for families.	
Location: Loaves & Fishes Soup Kitchen 257 East lee Street Pensacola, Fl				Priority Need Category			
Select one:				Homeless/HIV/AIDS ▼			
				Explanation:			
Expected Completion Date: 12/31/2015				Specific Objectives			
Objective Category							
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Outcome Categories				1, Increase the number of homeless persons moving into permanent housing ▼			
<input checked="" type="checkbox"/> Availability/Accessibility				2, ▼			
<input type="checkbox"/> Affordability				3, ▼			
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	140		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
Access to emergency & transitional hsg for appx. 140 families		# of families assisted					
03T Operating Costs of Homeless/AIDS Patients Programs ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	ESG ▼	Proposed Amt.	\$92,305		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other ▼	Proposed Amt.	\$92,305		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People ▼	Proposed Units	200		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	ESG	▼	Proposed Amt.	\$91,599		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Other	▼	Proposed Amt.	\$91,599		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	150		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	ESG	▼	Proposed Amt.	\$87,690		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Amt.	\$87,690		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	150		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	ESG	▼	Proposed Amt.	\$87,689		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.	\$87,689		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	150		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	ESG	▼	Proposed Amt.	\$87,689		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount	140				Actual Amount		
	01 People	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Project Name: HESG13 Rapid Re-Housing & Homelessness Prevention							
Description:		IDIS Project #: 0023		UOG Code: 129033			
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.							
Location:				Priority Need Category			
Escambia County				Select one:		Homeless/HIV/AIDS ▼	
Explanation:							
Expected Completion Date:							
11/30/2015							
Objective Category							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Outcome Categories				Specific Objectives			
<input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability				1, Improve access to affordable rental housing ▼			
				2, ▼			
				3, ▼			
Project-level Accomplishments	01 People ▼	Proposed	7		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
7 Families/Individuals assisted		# of families assisted					
03C Homeless Facilities (not operating costs) 570.201(c) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	Fund Source: ▼	Proposed Amt.	\$0		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	Fund Source: ▼	Proposed Amt.	\$0	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	ESG ▼	Proposed Amt.	\$48,166	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	10	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	ESG ▼	Proposed Amt.	\$26,036	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	5	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	ESG ▼	Proposed Amt.	\$38,444	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	7	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: HESG13 Data Collection (HMIS)						
Description:	IDIS Project #: 0024 UOG Code: 129033					
Supports the Homeless Management Information System (HMIS) and associated policy/procedures, data integration, information sharing among various provider agencies, long term funding and system growth and avoidance of duplication of benefits with respect to clients. No 2014 ESG funds are specifically allocated for HMIS, though ESG administration funds may also be used to support HMIS activities.						
Location:	Priority Need Category					
Escambia Consortium	Select one: Homeless/HIV/AIDS ▼					
Explanation:						
Expected Completion Date:						
n/a						
Objective Category						
<input type="radio"/> Decent Housing						
<input type="radio"/> Suitable Living Environment						
<input checked="" type="radio"/> Economic Opportunity						
Specific Objectives						
Outcome Categories	1, Increase the number of homeless persons moving into permanent housing ▼					
<input checked="" type="checkbox"/> Availability/Accessibility	2, ▼					
<input type="checkbox"/> Affordability	3, ▼					
<input checked="" type="checkbox"/> Sustainability						
Project-level Accomplishments	Other ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
31E Supportive service ▼		Matrix Codes ▼		Matrix Codes ▼		
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼		
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼		
Program Year 1	Fund Source: ▼	Proposed Amt.	\$0	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	Fund Source: ▼	Proposed Amt.	\$0	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	ESG ▼	Proposed Amt.	\$15,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	ESG ▼	Proposed Amt.	\$0	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	ESG ▼	Proposed Amt.	\$0	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	n/a	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Project Name: HESG13 Administration							
Description:	IDIS Project #: 0025 UOG Code: 129033						
Emergency Solutions Grant Administrative Costs (7.5%): \$3,408 to EscaRosa Coalition on the Homeless Project Management & \$6,818 to Escambia County Indirect Cost							
Location:	Priority Need Category						
Escambia County	Select one: Homeless/HIV/AIDS ▼						
Explanation:							
Expected Completion Date:	Specific Objectives						
11/30/2015							
Objective Category							
<input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Outcome Categories	1, _____ ▼						
<input type="checkbox"/> Availability/Accessibility	2, _____ ▼						
<input type="checkbox"/> Affordability	3, _____ ▼						
<input type="checkbox"/> Sustainability							
Project-level Accomplishments	Accompl. Type: ▼	Proposed	n/a		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
21A General Program Administration 570.206 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	ESG ▼	Proposed Amt.	\$0		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	ESG	▼	Proposed Amt.	\$0		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Other	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
Program Year 3	ESG	▼	Proposed Amt.	\$12,231		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Other	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Accompl. Type:	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
Program Year 4	ESG	▼	Proposed Amt.	\$9,220		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	01 People	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
Program Year 5	ESG	▼	Proposed Amt.	\$10,226		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	01 People	▼	Proposed Units	n/a		Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units						Actual Units	

CITY OF PENSACOLA
PROJECT WORKBOOK

(Proposed Project Worksheets)

Grantee Name: **City of Pensacola**

Project Name: Housing Rehabilitation Loan/Grant Program						
Description:	IDIS Project #: 1 UOG Code: FL122466 PENSACOLA					
Funds to provide for limited repair or rehabilitation of substandard owner occupied homes for low/moderate income persons (Housing Rehabilitation Program); structural modifications and removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and administrative costs for the Housing Rehabilitation Program and other related housing rehabilitation/repair activities.						
Location: City Wide	Priority Need Category Select one: Owner Occupied Housing ▼					
Expected Completion Date: 9/30/2015	Explanation: To preserve existing homeowner occupied housing stock by providing rehabilitation assistance through deferred payment grants/loans, low interest loans or combination thereof.					
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives					
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1, Improve the quality of owner housing ▼ 2, ▼ 3, ▼					
Project-level Accomplishments	10 Housing Units ▼	Proposed 8		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome	Performance Measure	Actual Outcome				
8-10 housing units to be rehabilitated/repared/sustained	number of owner occupied housing units rehabilitated					
14A Rehab; Single-Unit Residential 570.202 ▼	Matrix Codes ▼					
Matrix Codes ▼	Matrix Codes ▼					
Matrix Codes ▼	Matrix Codes ▼					
Program Year 1	CDBG ▼	Proposed Amt. 593,250		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units ▼	Proposed Units 10		Accompl. Type: ▼	Proposed Units	
		Actual Units 11			Actual Units	
	04 Households ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	400,019	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	10 Housing Units	▼	Proposed Units	8	Accompl. Type:	▼	Proposed Units	
			Actual Units	6			Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	333,212	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	10 Housing Units	▼	Proposed Units	4	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	453,659	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	10 Housing Units	▼	Proposed Units	8	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.	432,754	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	8	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Grantee Name: **City of Pensacola**

Project Name: Temporary Relocation																							
Description:	IDIS Project #: 2 UOG Code: FL122466 PENSACOLA																						
Funds to provide temporary relocation for families participating in the City's Owner Occupied Housing Rehabilitation Program or HOME Reconstruction Program.																							
Location:	Priority Need Category																						
City Wide	<table border="1"> <tr> <td>Select one:</td> <td>Owner Occupied Housing ▼</td> </tr> <tr> <td colspan="2">Explanation:</td> </tr> <tr> <td colspan="2">Provides assistance for families to live in temporary housing while their home is rehabilitated through the City's Housing Rehabilitation Program or reconstructed through the HOME Reconstruction Program.</td> </tr> <tr> <td colspan="2">Expected Completion Date:</td> </tr> <tr> <td colspan="2">9/30/2015</td> </tr> <tr> <td colspan="2">Objective Category</td> </tr> <tr> <td colspan="2"> <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity </td> </tr> <tr> <td colspan="2">Specific Objectives</td> </tr> <tr> <td>Outcome Categories</td> <td>1, Improve the quality of owner housing ▼</td> </tr> <tr> <td> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability </td> <td>2, ▼</td> </tr> <tr> <td></td> <td>3, ▼</td> </tr> </table>	Select one:	Owner Occupied Housing ▼	Explanation:		Provides assistance for families to live in temporary housing while their home is rehabilitated through the City's Housing Rehabilitation Program or reconstructed through the HOME Reconstruction Program.		Expected Completion Date:		9/30/2015		Objective Category		<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives		Outcome Categories	1, Improve the quality of owner housing ▼	<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	2, ▼		3, ▼
Select one:	Owner Occupied Housing ▼																						
Explanation:																							
Provides assistance for families to live in temporary housing while their home is rehabilitated through the City's Housing Rehabilitation Program or reconstructed through the HOME Reconstruction Program.																							
Expected Completion Date:																							
9/30/2015																							
Objective Category																							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity																							
Specific Objectives																							
Outcome Categories	1, Improve the quality of owner housing ▼																						
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	2, ▼																						
	3, ▼																						
Project-level Accomplishments	04 Households ▼	Proposed	7		Accompl. Type: ▼	Proposed																	
		Underway				Underway																	
		Complete				Complete																	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed																	
		Underway				Underway																	
		Complete				Complete																	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed																	
		Underway				Underway																	
		Complete				Complete																	
Proposed Outcome		Performance Measure		Actual Outcome																			
8 households (owner-occupied) to be assisted		Number of households assisted																					
08 Relocation 570.201(i) ▼				Matrix Codes ▼																			
Matrix Codes ▼				Matrix Codes ▼																			
Matrix Codes ▼				Matrix Codes ▼																			
Program Year 1	CDBG ▼	Proposed Amt.	65,000		Fund Source: ▼	Proposed Amt.																	
		Actual Amount				Actual Amount																	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.																	
		Actual Amount				Actual Amount																	
	04 Households ▼	Proposed Units	10		Accompl. Type: ▼	Proposed Units																	
		Actual Units	6			Actual Units																	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units																	
		Actual Units				Actual Units																	

Program Year 2	CDBG	▼	Proposed Amt.	1,090		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	04 Households	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units	10				Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	2,150		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	04 Households	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	20,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	04 Households	▼	Proposed Units	8		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	Fund Source:	▼	Proposed Amt.	15,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	7		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Grantee Name: **City of Pensacola**

Project Name: Council on Aging of West Florida, Inc. (COA)							
Description:		IDIS Project #: 3	UOG Code: FL122466		Funds to provide direct services by providing Congregate Meals and Meals on Wheels to low and moderate income elderly, disabled, and handicapped residents within the City limits.		
Location: City Wide		Priority Need Category					
		Select one:		Public Services ▼			
Expected Completion Date: 9/30/2015		Explanation: Provides direct services by delivering hot meals to elderly, disabled, and handicapped residents through the COA's Meals on Wheels Program and providing hot meals at five Congregate Meals sites located within the City limits. These services would otherwise not be available. Funding provides 1:10 leverage for other critical state and federal funding.					
<input type="radio"/> Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		Specific Objectives					
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1, Improve the services for low/mod income persons ▼		2, ▼		3, ▼	
Project-level Accomplishments	01 People ▼	Proposed	225		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure			Actual Outcome		
225 eligible unduplicated residents to receive approx. 15,800 meals		Number of persons assisted					
05A Senior Services 570.201(e) ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	81,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People ▼	Proposed Units	155		Accompl. Type: ▼	Proposed Units	
		Actual Units	264			Actual Units	
	01 People ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	65,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	115		Accompl. Type:	▼	Proposed Units		
			Actual Units	95				Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	65,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	210		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	70,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	225		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	Fund Source:	▼	Proposed Amt.	70,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	225		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Grantee Name: **City of Pensacola**

Project Name: Homebuyer and Foreclosure Prevention Education and Counseling							
Description:	IDIS Project #: 4 UOG Code: FL122466 PENSACOLA						
Foreclosure prevention guidance, education and assistance in an effort to assist City residents avoid foreclosure and retain ownership of their homes; pre-purchase homeownership counseling, education, guidance and support for lower income city residents with a goal of homeownership. Individual counseling opportunities are provided under both programs.							
Location:	Priority Need Category						
City Wide	Select one: Public Services ▼						
Explanation:							
Expected Completion Date:	Provides group and individual counseling and educational opportunities regarding homebuying and foreclosure prevention through the City's Homebuyer's Club and Foreclosure Prevention Program.						
9/30/2015							
Objective Category							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity							
Specific Objectives							
Outcome Categories	1. Improve the services for low/mod income persons ▼						
<input type="checkbox"/> Availability/Accessibility	2. ▼						
<input type="checkbox"/> Affordability	3. ▼						
<input checked="" type="checkbox"/> Sustainability							
Project-level Accomplishments	01 People ▼	Proposed	20		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
Provide assistance to 20 people		Number of persons assisted					
05 Public Services (General) 570.201(e) ▼					Matrix Codes ▼		
Matrix Codes ▼					Matrix Codes ▼		
Matrix Codes ▼					Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt.	53,000		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	01 People ▼	Proposed Units	40		Accompl. Type: ▼	Proposed Units	
		Actual Units	54			Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	35,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	20		Accompl. Type:	▼	Proposed Units		
			Actual Units	120				Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	38,400		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	22		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	33,200		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	01 People	▼	Proposed Units	20		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	Fund Source:	▼	Proposed Amt.	35,688		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	20		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Grantee Name: **City of Pensacola**

Project Name: Code Enforcement						
Description:	IDIS Project #: 5 UOG Code: FL122466 PENSACOLA					
Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.						
Location: CDBG Target Area	Priority Need Category Select one: Other ▼					
Expected Completion Date: 9/30/2015	Explanation: Code enforcement to be conducted within the CDBG target area in an effort to arrest the decline of the area, together with public or private improvements, rehabilitation, or services to be provided.					
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives					
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1, Improve quality / increase quantity of public improvements for lower income persons ▼ 2, ▼ 3, ▼					
Project-level Accomplishments	01 People ▼	Proposed	850	Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome		Performance Measure		Actual Outcome		
850 benefitted by code related inspections		Inspections conducted on persons/businesses				
15 Code Enforcement 570.202(c) ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
Program Year 1	CDBG ▼	Proposed Amt.	60,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	1,000	Accompl. Type: ▼	Proposed Units	
		Actual Units	1,353		Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	40,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	815	Accompl. Type:	▼	Proposed Units	
			Actual Units	1240			Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	34,900	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	725	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	35,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	01 People	▼	Proposed Units	850	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Other	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.	35,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units	850	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Grantee Name: **City of Pensacola**

Project Name: Grant Administration and Management							
IDIS Project #:	6						
UOG Code:	FL122466 PENSACOLA						
Funds to provide for the oversight, management, coordination and monitoring of the financial and programmatic aspects of the CDBG and related housing and community development programs in the City.							
Location:	Priority Need Category						
City Wide	Select one: Planning/Administration ▼						
Expected Completion Date:	Explanation:						
9/30/2015	To ensure proper fiscal and programmatic management of the various activities undertaken with CDBG, HOME and related funds. Includes personnel services and operating expenses.						
Objective Category	Specific Objectives						
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1, _____ ▼						
Outcome Categories	2, _____ ▼						
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	3, _____ ▼						
Project-level Accomplishments	Accompl. Type: ▼	Proposed	N/A		Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼	Proposed	
		Underway				Underway	
		Complete				Complete	
Proposed Outcome		Performance Measure		Actual Outcome			
21A General Program Administration 570.206 ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Matrix Codes ▼				Matrix Codes ▼			
Program Year 1	CDBG ▼	Proposed Amt.	210,800		Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.	
		Actual Amount				Actual Amount	
	Accompl. Type: ▼	Proposed Units	N/A		Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units	
		Actual Units				Actual Units	

Program Year 2	CDBG	▼	Proposed Amt.	165,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	N/A		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	138,100		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	N/A		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	145,609		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	N/A		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	Fund Source:	▼	Proposed Amt.	140,918		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	N/A		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

Grantee Name: **City of Pensacola**

Project Name: Westside Neighborhood Improvements					
Description:	IDIS Project #: 7 UOG Code: FL122466 PENSACOLA				
<p>No 2014 CDBG funds allocated for this activity. Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital); City limits on the west; Pine Street on the South; and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and</p>					
Location:	Priority Need Category				
Westside Neighborhoods CRA Area and/or CDBG Target area	<p>Select one: Other</p>				
Expected Completion Date:	Explanation:				
n/a	Project will support Westside Neighborhood improvement activities to serve low and moderate income residents including removal of slum and blighted conditions; public facilities/park improvements; street and sidewalk construction/reconstruction and related improvements.				
<input type="checkbox"/> Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives				
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1. Improve quality / increase quantity of public improvements for lower income persons 2. 3.				
Project-level Accomplishments	Other	Proposed	n/a	Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Create suitable living environment by addressing blighting conditions	Removal of slum and blighting influences.				
04 Clearance and Demolition 570.201(d)		Matrix Codes			
Matrix Codes		Matrix Codes			
Matrix Codes		Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	0	Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units	N/A	Accompl. Type:	Proposed Units
		Actual Units			Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	▼	Proposed Amt.	177,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount						Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units	1				Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 3	CDBG	▼	Proposed Amt.	89,700		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 4	CDBG	▼	Proposed Amt.	30,000		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Other	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
Program Year 5	Fund Source:	▼	Proposed Amt.	0		Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.		
			Actual Amount					Actual Amount		
	Accompl. Type:	▼	Proposed Units	0		Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units		
			Actual Units					Actual Units		

ESCAMBIA COUNTY

CERTIFICATIONS



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. 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
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official	Date
<input type="text" value="Jack R. Brown"/>	<input type="text" value="8/15/14"/>
Name	
<input type="text" value="County Administrator, Escambia County"/>	
Title	
<input type="text" value="P.O. Box 1591"/>	
Address	
<input type="text" value="Pensacola, FL 32591"/>	
City/State/Zip	
<input type="text" value="(850) 595-4946"/>	
Telephone Number	

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 8/16/14

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | This certification does not apply. |
| <input checked="" type="checkbox"/> | This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Jurisdiction

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

8/15/14

Signature/Authorized Official

Date

Jack R. Brown

Name

County Administrator, Escambia County

Title

P. O. Box 1591

Address

Pensacola, FL 32591

City/State/Zip

850-595-4946

Telephone Number

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

8/15/14

Signature/Authorized Official

Date

Jack R. Brown

Name

County Administrator, Escambia County

Title

P.O. Box 1591

Address

Pensacola, FL 32591

City/State/Zip

850-595-4946

Telephone Number

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

- This certification does not apply.**
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

ESG Certifications

I, Jack R. Brown, Chief Executive Officer of Escambia County, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 CFR Part 58.

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.


I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official	Date
<input type="text" value="Jack R. Brown"/>	<input type="text" value="8/15/14"/>
Name	
<input type="text" value="County Administrator, Escambia County"/>	
Title	
<input type="text" value="P.O. Box 1591"/>	
Address	
<input type="text" value="Pensacola, FL 32591"/>	
City/State/Zip	
<input type="text" value="850-595-4946"/>	
Telephone Number	

WITNESSES:

Signature:	_____
Print Name:	_____
Signature:	_____
Print Name:	_____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.
By/Title: 
Date: _____

<input type="checkbox"/>	This certification does not apply.
<input checked="" type="checkbox"/>	This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Escambia County Courthouse	221 Palafox Place	Pensacola	Escambia	FL	32502
Community & Environment Department	221 Palafox Place	Pensacola	Escambia	FL	32502

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "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 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (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 or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal

Jurisdiction

criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing
- 2. Citizen Participation Plan
- 3. Anti-displacement and Relocation Plan

Signature/Authorized Official

Jack R. Brown

Name

County Administrator, Escambia County

Title

P.O. Box 18178

Address

Pensacola, FL 32591

City/State/Zip

850-595-4946

Telephone Number

8/15/14

Date

WITNESSES:
Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 8/15/14

CITY OF PENSACOLA

CERTIFICATIONS



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. 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
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

8/15/14

Signature/Authorized Official

Date

Ashton J. Hayward, III

Name

Mayor, City of Pensacola

Title

P.O. Box 12910

Address

Pensacola, FL 32521

City/State/Zip

850-435-1626

Telephone Number

-
-
- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | This certification does not apply. |
| <input checked="" type="checkbox"/> | This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

8/15/14

Signature/Authorized Official

Date

Ashton J. Hayward, III

Name

Mayor, City of Pensacola

Title

P.O. Box 12910

Address

Pensacola, FL 32521

City/State/Zip

850-435-1626

Telephone Number

-
-
- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

8/15/14

Signature/Authorized Official

Date

Ashton J. Hayward, III

Name

Mayor, City of Pensacola

Title

P.O. Box 12910

Address

Pensacola, FL 32521

City/State/Zip

850-435-1626

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
-
- | |
|--|
| <input checked="" type="checkbox"/> This certification does not apply.
<input type="checkbox"/> This certification is applicable. |
|--|

ESG Certifications

I, _____, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Pensacola Housing Department	420 W. Chase St.	Pensacola	Escambia	FL	32501
Pensacola City Hall	222 W. Main Street	Pensacola	Escambia	FL	32502

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "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 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (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 or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- All "direct charge" employees;
- all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

Signature/Authorized Official

8/15/14

Date

Ashton J. Hayward, III

Name

Mayor, City of Pensacola

Title

P.O. Box 12910

Address

Pensacola, FL 32521

City/State/Zip

850-435-1626

Telephone Number

SANTA ROSA COUNTY

CERTIFICATIONS



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. 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
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

8/15/14

Signature/Authorized Official

Date

Jim Melvin, Chairman

Name

Santa Rosa Board of County Commissioners

Title

6495 Caroline Street, Suite M

Address

Milton, FL 32570

City/State/Zip

850-983-1877

Telephone Number

-
-
- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

8/15/14

Signature/Authorized Official

Date

Jim Melvin, Chairman

Name

Santa Rosa Board of County Commissioners

Title

6495 Caroline Street, Suite M

Address

Milton, FL 32570

City/State/Zip

850-983-1877

Telephone Number

-
-
- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

8/15/14

Signature/Authorized Official

Date

Jim Melvin, Chairman

Name

Santa Rosa Board of County Commissioners

Title

6495 Caroline Street, Suite M

Address

Milton, FL 32570

City/State/Zip

850-983-1877

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
-
- | |
|--|
| <input checked="" type="checkbox"/> This certification does not apply.
<input type="checkbox"/> This certification is applicable. |
|--|

ESG Certifications

I, _____, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Santa Rosa Administrative Complex	6495 South Caroline Street	Milton	Santa Rosa	FL	32570
Santa Rosa Community Planning, Zoning, and Development Department	6051 Old Bagdad Hwy, Suite 201	Milton	Santa Rosa	FL	32583

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "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 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (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 or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- All "direct charge" employees;
- all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

Signature/Authorized Official

8/15/14

Date

Jim Melvin, Chairman

Name

Santa Rosa Board of County Commissioners

Title

6495 Caroline Street, Suite M

Address

Milton, FL 32570

City/State/Zip

850-983-1877

Telephone Number

CITY OF MILTON

CERTIFICATIONS



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. 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
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

8/15/14

Signature/Authorized Official

Date

Brian Watkins

Name

City Manager, City of Milton

Title

6738 Dixon Street

Address

Milton, FL 32570

City/State/Zip

850-983-5411

Telephone Number

-
-
- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

8/15/14

Signature/Authorized Official

Date

Brian Watkins

Name

City Manager, City of Milton

Title

6738 Dixon Street

Address

Milton, FL 32570

City/State/Zip

850-983-5411

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

8/15/14

Signature/Authorized Official

Date

Brian Watkins

Name

City Manager, City of Milton

Title

6738 Dixon Street

Address

Milton, FL 32570

City/State/Zip

850-983-5411

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
-
- | |
|--|
| <input checked="" type="checkbox"/> This certification does not apply.
<input type="checkbox"/> This certification is applicable. |
|--|

ESG Certifications

I, Brian Watkins, Chief Executive Officer of the City of Milton, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Milton City Hall	6738 Dixon Street	Milton	Santa Rosa	FL	32570
Santa Rosa Community Planning, Zoning, and Development Department	6051 Old Bagdad Hwy, Suite 201	Milton	Santa Rosa	FL	32583

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "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 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (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 or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- All "direct charge" employees;
- all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

8/15/14

Signature/Authorized Official

Date

Brian Watkins

Name

City Manager, City of Milton

Title

6738 Dixon Street

Address

Milton, FL 32570

City/State/Zip

850-983-5411

Telephone Number



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6492

County Administrator's Report 15. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Recommendation Concerning Dental Insurance (P.D. 12-13.029)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Dental Insurance (P.D. 12-13.029) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Dental Insurance (PD 12-13.029):

A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501]

BACKGROUND:

The County has received a three year guaranteed rate for dental administrative services from Delta Dental at \$3.20 per employee per month and Delta has agreed to extend the agreement another three months to mirror our other benefit programs.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will conduct open enrollment meetings and service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report 1.26 -12 of July 25, 2013.

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract.

The Human Resources Department will coordinate with the County Attorney's Office and other appointing authorities to ensure changes are made.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6493

County Administrator's Report 15. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Recommendation Flexible Benefits Plan Administrative Services (PD 12-13.029)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Flexible Benefit Plan Administrative Services (PD 12-13.029) - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Approve a three-month extension of the present Contract to December 31, 2018, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A. and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301]

BACKGROUND:

The County has received a five year guaranteed rate for Flexible Spending administrative services from Lockard & Williams Insurance Services, P.A. at \$3.50 per employee per month. Lockard & Williams has agreed to extend the agreement another three months to mirror our other benefit programs.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report 1.26 -13 of July 25, 2013.

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract.

The Human Resources Department will coordinate with the County Attorney's Office to ensure it meets legal requirements.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6496

County Administrator's Report 15. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Recommendation Concerning Voluntary Long Term Disability Insurance (P.D. 08-09.042)

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Long Term Disability Insurance (P.D. 08-09.042)
- Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 08-09.042):

- A. Approve a three-month extension of the present Contract to December 31, 2015; and
- B. Authorize the County Administrator to sign the National Insurance Service Amended Joinder Agreement for Long Term Disability Insurance upon Legal review and sign-off.

[Funding Source: Fund 501, Internal Service Fund]

BACKGROUND:

Due to the County's favorable claims history, National Insurance Service has agreed to extend the joinder agreement with no premium increase for three months to mirror our other benefit programs.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

A Voucher will be the instrument utilized for making payment against the Contract.

The Human Resources Department will coordinate with the County Attorney's Office to ensure all legal requirements are met.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6497

County Administrator's Report 15. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Recommendation Concerning Group Medical Insurance

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

- A. Approve a three-month extension of the present Contract to December 31, 2014, without a premium increase and authorize a contribution of \$150 into the HSA (Health Savings Account) of each employee who elects the HSA coverage for the period of October 1, 2014, through December 31, 2014;
- B. Accept the third-year renewal with Florida Blue, for the last year of a three-year Pro Share Agreement, from January 1, 2015, to December 31, 2015, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare and Group Rx for retirees who are Medicare-eligible;
- C. Approve the employee and retiree health insurance premiums; the provided Attachment "1" shows premiums reflecting a \$20 discount for employees who do not use tobacco; the provided Attachment "2" shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;
- D. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA Plan; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; along with monthly administrative fees of \$2.50 per member, a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate;
- E. Approve a three-year Wellness incentive of \$150,000 from Florida Blue, with the understanding that if the Board cancels coverage before 2017, the County would forfeit and return \$100,000 or if the County cancels coverage before 2018 the County will forfeit and return \$50,000; and
- F. Authorize the County Administrator to sign the Employer Application and the

BLUEMEDICARE Group Master Agreement upon review by the Legal Department.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

BACKGROUND:

Based on our demographic data and claims versus premiums experience, Florida Blue will extend our contract until December 31, 2014 with no premium increase. Our initial premium increase for the upcoming year was forecast for 6%. Through further negotiations and our utilization (claims versus premiums) we received an increase of 4% to our health insurance cost with no changes to our present health insurance plans for the period of January 1 to December 31, 2015.

In this year's contract, Florida Blue has offered a \$150,000 grant to further our Wellness programs with a contingency that if we cancel coverage before 2017, we would forfeit and return \$100,000 or if we cancel coverage before 2018 we would forfeit and return \$50,000.

Presently, we are in a three year Pro Share Agreement that expires December 31, 2015. The estimated refund accrual that we would receive through May 30, 2014, is approximately \$2,235,000. Changes in this amount will depend on claims experience through December 31, 2015.

Attached is a letter from the Florida Blues Strategic Account executive, Public Sector, Dave Sanna with the terms relating to our renewal.

The estimated cost, including the increase, is \$21,000,000. This includes active employees and retirees.

The County will offer the other existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare-eligible.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, HRIS (Human Resources Information System) and work with Florida Blue to ensure changes are made in the respected systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report Car 14-24 of June 10, 2013 and BCC Regular Meeting, County Administrator Report Car II-15 of July 25, 2013.

IMPLEMENTATION/COORDINATION:

A voucher will be the instrument utilized for making payment against the Contract.

The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS and the other appointing authorities to ensure all changes are made.

Attachments

Retiree Health Insurance Premiums 2014

Florida Blue Renewal Letter 2014

Active Employee Health Insurance Premiums 2014

Health Insurance Premiums for Retirees

January 2015 – September 2016

Retirees	PPO 1352 Premiums	PPO 1552 Premiums	*BlueMed PPO Premium	BlueMed (Pharmacy Coverage Only)
Retiree or Spouse	\$570.20	\$619.71	\$316.82	\$98.15
Retiree & Spouse	\$1,321.37	\$1,434.43		
Retiree & Children	\$1,267.86	\$1,397.69		
Retiree & Family	\$1,824.28	\$2,027.38		

Premiums for BlueMedicare Group Supplement Plan F (Retire 12/31/2013)

***To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.**

*** Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare- eligible, can still elect either BlueMed PPO or the Rx Plan and the spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552).**

Dental Insurance Premiums for Retirees

	Low Option	High Option
Retiree	\$22.90	\$26.25
Retiree & Spouse	\$39.62	\$45.45
Retiree & Children	\$39.66	\$45.48
Retiree & Family	\$61.89	\$70.34

Dave Sanna

Strategic Account Executive, Public Sector
Telephone: 850-505-9266 • david.sanna@floridablue.com

Florida Blue 

In the pursuit of health[®]

July 03, 2014

Dennis E. Barnes
President
Barnes Insurance & Financial Services
1582 Airport Blvd
Pensacola, Florida 32504

Regarding: 1 of 1 - Escambia Co BOCC #97035 2014 Renewal

Dennis,

Per our discussion, I am providing you with our renewal offer for Escambia County Board of County Commissioners. We are pleased to continue our mutual relationship with the BOCC and look forward to many more years. Please review the following and let me know if you have any additional questions. We were also pleased to improve our Wellness Initiative to \$150,000 from \$100,000. I know that John will put it to good use.

1. We will extend the current rates through Dec 31, 2014:

BOP 1168/69	EE \$443.10	ES \$1,055.12	EC \$949.74	EF \$1,371.29
BOP 1352	EE \$548.28	ES \$1,270.57	EC \$1,219.12	EF \$1,754.15
BOP 1552	EE \$595.89	ES \$1,379.29	EC \$1,343.96	EF \$1,949.44

2. Jan 01, 2015; a 4% increase will go into effect to accommodate an Anniversary change from Oct to Jan:

BOP 1168/69	EE \$460.81	ES \$1,097.30	EC \$987.71	EF \$1,426.11
BOP 1352	EE \$570.20	ES \$1,321.37	EC \$1,267.86	EF \$1,824.28
BOP 1552	EE \$619.71	ES \$1,434.43	EC \$1,397.69	EF \$2,027.38

3. Three (3) year Wellness Initiative:

- Upon Board Approval Florida Blue (FB) will provide a Wellness Initiative of \$150,000
- Should ECBOCC Cancel Coverage on or before Jan 2017 they will forfeit and return \$100,000
- Should ECBOCC Cancel Coverage on or before Jan 2018 they will forfeit and return \$50,000

4. We will modify the current ProSharePlus Accounting and Retention Agreement to reflect the change in Anniversary Date by extending the Term Date to coincide with the new Anniversary Date. (This will be provided under separate cover.)

- The current Term of Oct 2012 through Sep 2015 will now be Oct 2012 through Dec 31, 2015.

5. We will also provide a second (2nd) Term to the existing Agreement. The additional Term will be Jan 2016 through Dec 2017. We will maintain the current Gain Share of 75%. This new Agreement will be accounted for separately from the current Agreement.

2190 Airport Road • Suite 3000 • Pensacola, FL 32504

Blue Cross and Blue Shield of Florida, its subsidiary Health Options and its affiliate Florida Combined Life, are all independent licensees of the Blue Cross and Blue Shield Association.

Continued 2 of 2: Regarding: Escambia Co BOCC #97035 2014 Renewal

6. Blue Medicare (EGWP) – Please see Attached

• Current plan: PP01Rx2	Medical	\$232.45
	Rx	\$80.93
	Fitness	\$3.44
	Total	\$316.82 PMPM
• Current Plan: Rx2-Only	Rx2 Only	\$98.15 PMPM

Once again, thank you for the continued partnership between Escambia Co BOCC and Florida Blue. We look forward to continuing and expanding our current relationship. Please let me know if you have any questions regarding the above.

Sincerely,



Dave Sanna
Strategic Account Executive, Florida Blue

Attachments:



2014 EGWP Master Agreement REVISED--Rx2 w PPO1 Plan
2014 EGWP Renewal Es-Rx2 Plan Escambia B-PPO1 Plan - Escambi
2014 EGWP Renewal Es-Rx2 Plan Escambia B-PPO1 Plan - Escambi
2014 EGWP Renewal Es-Rx2 Plan Escambia B-PPO1 Plan - Escambi



Premium Breakdown (Smoking Discount)

Health Care Monthly Rates for October 2014 – September 2015

	Total Premium 1352	County Portion Non-Tobacco BO 1352	County Portion Tobacco BO 1352	EE Cost Non-Tobacco BO 1352	EE Cost Tobacco BO 1352	Health Premium BO 1552	County Portion Non-Tobacco BO 1552	County Portion Tobacco BO 1552	EE Cost Non-Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	\$570.20	\$ 540.20	\$ 520.20	\$30.00	\$50.00	\$619.71	\$ 549.71	\$ 529.71	\$70.00	\$90.00
Employee & Spouse	\$1,321.37	\$ 1,122.11	\$ 1,102.13	\$199.26	\$219.26	\$1,434.43	\$ 1,143.43	\$ 1,123.43	\$291.00	\$311.00
Employee & Children	\$1,267.86	\$ 1,089.64	\$ 1,069.64	\$178.22	\$198.22	\$1,397.69	\$ 1,114.17	\$ 1,094.17	\$283.52	\$303.52
Employee & Family	\$1,824.28	\$ 1,577.80	\$ 1,557.80	\$246.48	\$266.48	\$2,027.38	\$ 1,616.12	\$ 1,596.12	\$411.26	\$431.26

	BCBS Premium HSA 1168/1169	*HSA \$600/yr	***Setup Fee	Admin Fee	Total Premium HSA	County Portion HSA for Non-Tobacco	County Portion HSA for Tobacco	EE Cost HSA 1168/1169 for Non-Tobacco	EE Cost HSA 1168/1169 for Tobacco
Employee	\$ 460.81	\$50.00	\$1.67	\$2.50	\$ 514.98	\$ 514.98	\$ 494.98	\$ 0.00	\$ 20.00
Employee & Spouse	\$ 1,097.30	\$50.00	\$1.67	\$2.50	\$ 1,151.47	\$ 1,056.33	\$ 1036.53	\$ 94.94	\$ 114.94
Employee & Children	\$ 987.71	\$50.00	\$1.67	\$2.50	\$ 1,041.88	\$ 955.82	\$ 935.82	\$ 86.06	\$ 106.06
Employee & Family	\$ 1,426.11	\$50.00	\$1.67	\$2.50	\$ 1,480.28	\$ 1,358.66	\$ 1,338.66	\$ 121.62	\$ 141.62

Dental Costs and Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45.48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

*The county pays HSA and the \$50 represents the monthly cost. The County or the appointing authority pay the \$600 upfront at the beginning of the plan year. New Hire receive a pro-rated amount determine by the insurance eligible date.

**Administrative Fee is paid by the agency on a monthly basis for employees.

*** Setup fee is only for new accounts and it is a one-time fee of \$20.00 paid by the appointing authority.

- Any employee waiving the county-sponsored health insurance will receive \$10,000 in additional life insurance coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll the HIR plan (health insurance replacement) and receive a \$12.98 per month discount on their dental premium. Enrollment through Kronos Self Service is required each open enrollment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6432

County Administrator's Report 15. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Resolution Approving a Bad Debt Write-off at the Pensacola Bay Center

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing the Write-Off of a Bad Debt at the Pensacola Bay Center - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution designating a delinquent account as an uncollectible bad debt and authorizing the Clerk of the Circuit Court to write-off the County's books a receivable due from MW Pensacola Events, LLC, for services provided by the Pensacola Bay Center, in the amount of \$5,763.83.

BACKGROUND:

In 2011 MW Pensacola Events, LLC contracted to hold a Memorial Day event at the Pensacola Bay Center. Certain balances totaling \$5,763.83 remain unpaid from this event. In order to write-off this outstanding amount the Board must approve a resolution authorizing the Clerk's Office to write-off the amount as bad debt.

This action is only for the purpose of providing authorization to the Clerk's Office for writing off the receivable from the County's books. It does not preclude further efforts in collecting the debt including denial of future services at the Bay Center until the balance is paid.

BUDGETARY IMPACT:

A bad debt expense in the amount of \$5,763.83 will appear on the Civic Center Fund (409) income/expense ledger for FY2014.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MW Events Bad Debt Resolution

RESOLUTION R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING A DELINQUENT ACCOUNT AS AN UNCOLLECTED BAD DEBT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, MW Pensacola Events, LLC, owes Escambia County the amount of \$5,763.83 relating to services provided by the Pensacola Bay Center for an event held on May 29, 2011; and

WHEREAS, diligent efforts have been made to collect this delinquent account, and the amount remains uncollected; and

WHEREAS, in order for the Clerk of the Circuit Court to fulfill her duties in accordance with generally acceptable accounting principles, the delinquent account must be designated as an uncollected bad debt.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby designates the delinquent account of MW Pensacola Events, LLC, in the amount of \$5,763.83 as an uncollected bad debt that shall be written off as an unpaid receivable. Escambia County does not waive any right to collect the account referenced herein, including, but not limited to, the denial of future services at the Pensacola Bay Center until said amount is collected. All past efforts to designate this delinquent account as bad debt are hereby ratified and approved.

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

ADOPTED this ____ day of _____, 2014.

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 7/1/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6427

County Administrator's Report 15. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Supplemental Budget Amendment #217 - Road Prison Manhunt Field Trials

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #217 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #217, Escambia Restricted Fund (101) in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

BACKGROUND:

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay \$150 per event. These funds must now be recognized and appropriated to cover additional operational activities associated with this event. These funds will be placed into the Escambia County Restricted Fund (101).

BUDGETARY IMPACT:

This amendment will increase Fund 101 by \$4,500.

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# 217

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, the Escambia County will receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison expects 30 teams to participate and each team will be paying \$150 per event to join in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event.

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:

Escambia Restricted Fund Fund Name	101 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Road Prison Fundraisers	101	366401	4,500
Total			\$4,500

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	101/290208	55201	4,500
Total			\$4,500

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
217



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6441

County Administrator's Report 15. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: BA#219 - Increase in Personnel Funds for Temp Workers in the CRA Areas

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #219 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #219, Community and Environment Department, Community Redevelopment (CRA) Fund (151) in the amount of \$119,700, to cover personnel costs/salary expenses associated with Temporary Employees being used for enhanced summer mowing/weed eating within the CRA Districts through the end of September 2014. The additional personnel funding will come from Neighborhood Restoration Reserves and are one-time monies in the current Fiscal Year's Budget.

BACKGROUND:

The CRA Neighborhood Restoration funds have been paying for Temp Employees to provide enhanced summer mowing within the CRA Areas. As a result the Neighborhood Restoration cost center has run out of personnel funding to complete Fiscal Year 2013/14 requiring a budget amendment to be approved by the Board to cover these services for the remainder of year.

BUDGETARY IMPACT:

This amendment will increase personnel funds in Fund 151 by \$119,700.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#219

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
219**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 151/CRA Restoration/ C&E
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves		220521	59801	119,700
Total				\$119,700

Transfer To: Fund 151/CRA Restoration/ C&E
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Salaries		220521	51201	119,700
Total				\$119,700

Detailed Justification:

Funds are being reallocated from the CRA Neighborhood Restoration Reserves to cover salary expenses associated with Temporary employees to be used for enhanced summer mowing/weed eating within the CRA Districts. This BA is necessary to make payroll for the remainder of FY2013-14.

Funds are available within the Community Redevelopment Fund (151).

OMB Analyst

Management and Budget Dept Director

Budget Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6482

County Administrator's Report 15. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Supplemental Budget Amendment #226 - HHS Vote Program Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #226 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #226, Other Grants and Projects Fund (110) in the amount of \$10,508, to recognize funds from the State of Florida, Division of Elections, and to appropriate these funds for polling place accessibility in Escambia County.

BACKGROUND:

The Supervisor of Elections received the HHS Vote Program Grant reimbursement from the State of Florida, Division of Elections for polling place accessibility.

BUDGETARY IMPACT:

This amendment increases Fund 110 in the amount of \$10,508.

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# 226

**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, The Board has received a reimbursement from the State of Florida, Division of Elections for the HHS Vote Program Grant for polling place accessibility, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants and Projects Fund Name	Fund Number	Account Code	Amount
	110		
HHS Vote Program Grant	110	331103	10,508
Total			\$10,508

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Postage and Freight	110/550102	54201	560
Operating Supplies	110/550102	55201	9,948
Total			\$10,508

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
226



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6488

County Administrator's Report 15. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Supplemental Budget Amendment #227 - Defense Infrastructure 2013 and 2014 Grants

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #227 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, Other Grants and Projects Fund (110) in the amount of \$400,000, to recognize two Grants from Enterprise Florida, Inc., and to appropriate these funds to be used for Airfield Influence Planning Districts (AIPDs) Density Reduction.

BACKGROUND:

Escambia County was awarded funds for the 2013 Defense Infrastructure Grant and 2014 Defense Infrastructure Grant, and these funds need to be recognized. There are no matching funds required. The Water Quality and Land Management Division of the Community and Environment Department will be managing these grants.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$400,000.

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

**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 from Enterprise Florida, Inc. for the 2013 Defense Infrastructure Grant and the 2014 Defense Infrastruce Grant, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants and Projects Fund Name	Fund Number	Account Code	Amount
	110		
Defense Infrastructure 2013	110	334279 (new)	200,000
Defense Infrastructure 2014	110	334280 (new)	200,000
Total			\$400,000

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Land	110/221019 (new)	56101	200,000
Land	110/221020 (new)	56101	200,000
Total			\$400,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
227



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6506

County Administrator's Report 15. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Supplemental Budget Amendment #228, Innerarity Island Development Corporation Subsidy

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #228 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, General Fund (001) and Special Revenue Fund (101) in the amount of \$17,500, to recognize a transfer from the General Fund (001) and to appropriate these funds to cover the operating losses of Innerarity Island Development Corporation (IIDC).

BACKGROUND:

On March 21, 2014, the courts ordered Escambia County to become the receiver for IIDC, an abandoned wastewater and water utility. Currently, billings lag behind the monthly expenses. Therefore, additional funds are necessary to pay the bills.

BUDGETARY IMPACT:

A total of \$17,500 will be transferred from the General Fund's Reserves for Operating. This will be the 2nd transfer from the General Fund for this utility. Total transfers inclusive of the current transfer are \$67,500.

The current transfer \$17,500 is approximately one month's worth of operating expenses.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #228

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, on March 21st th courts filed an order requiring the County to become the receiver for an abandoned water and wastewater utility system and since revenues will not be sufficient to cover the expenses, funds must be transferred to pay the overage.

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:

Special Revenue Fund Fund Name	101 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfer from the General Fund	101	381001	\$17,500
Total			\$17,500

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Utilities	101/110210	54301	\$17,500
Reserves for Operating	001/110201	59805	17,500
Transfers	001/110215	59101	17,500
Total			\$17,500

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#228



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6305

County Administrator's Report 15. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: PD 13-14.056 Food Service Supplies Contract

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Food Service Supplies Contract, PD 13-14.056 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, with three options for 12-month extension periods, for a term not-to-exceed 80 months, for an estimated annual amount of \$190,000, and approve the Agreement for Food Service Supplies, PD 13-14.056, to the following Vendors:

- A. SYSCO Gulf Coast, Inc.; and
- B. The Merchants Company, d/b/a Merchants Food Service.

[Funding: Fund 175, Care and Custody Fund, Cost Center 290202, Object Code 55201, \$190,000]

BACKGROUND:

The office of Purchasing, advertised the Invitation to Bid on May 12, 2014, and received 2 Bids on May 28, 2014.

BUDGETARY IMPACT:

Funding: Fund 175, Care and Custody Fund, Cost Center 290202, Object Code 55201, \$190,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the agreements.

PERSONNEL:

The Food Service Manager, of the Road Department, 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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Agreement Sysco

Bid Tab

Agreement Merchants

AGREEMENT FOR FOOD SERVICE SUPPLIES PD 13-14.056

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 SYSCO Gulf Coast, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose principal address is 2001 West Magnolia Avenue, Geneva, AL 36340, and whose mailing address is 1390 Enclave Parkway, Houston, Texas 77077.

WITNESSETH:

WHEREAS, on May 12, 2014, the County issued an Invitation to Bidders (PD 13-14.056) seeking vendors to provide certain food service supplies 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 three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for three (3) 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 six (6) 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 food service supplies, Specification No. P.D. 13-14.056, 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 28, 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: SYSCO Foods Gulf Coast
Attention: JP Caballero
2001 West Magnolia Avenue
Geneva, AL 36340

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. 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.

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: Joshua A. C.A.
Date: 6/12/12

CONTRACTOR: SYSCO GULF COAST, INC.

ATTEST:

By: President

By: _____
Corporate Secretary
(SEAL)

Date: _____

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BID

FOOD SERVICE SUPPLIES CONTRACT

SPECIFICATION NUMBER PD 13-14.056

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Wednesday, May 28, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson IV
Gene M. Valentino**

Procurement Assistance:

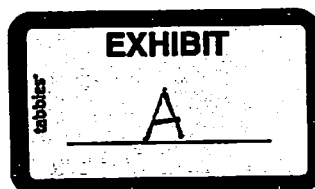
**Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
LLBoyd@co.escambia.fl.us**

Technical Assistance:

**Larry Bullock
Food Services Manager
Road Prison
601 Hwy 297-A
Pensacola, FL 32533
Tel: (850) 937-2100
Fax: (850) 937-2108
lebullock@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).



**FOOD SERVICE SUPPLIES CONTRACT
PD 13-14.056**

SCOPE OF WORK

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Road Prison Department with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be reasonable to furnish food supplies for use by Escambia County Road Prison Department, allowing for the capability of the County to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for food supplies. The Road Prison Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$190,000.00 per year. Quantities shown herein are estimated requirements for a (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic, and performance of products that will be satisfactory.

A) SERVICE

- (1) CONTRACTOR shall provide Food Products at the Escambia County Road Prison.
- (2) CONTRACTOR shall be responsible for providing food products service and delivery for approximately 180-236 inmates to include delivery on an as needed basis. Including but not limited to order fulfillment and timely order delivery freight free.
- (3) CONTRACTOR shall not, at any time, make substitutions for out of stock items without prior approval of ECRP Facility Kitchen Manager.
- (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 provide quality, accurate, and dedicated service pertaining to the product orders for the Escambia County Road Prison.
- (6) CONTRACTOR shall communicate with the kitchen manager items that are on special sale or discontinued and provide samples of new items.
- (7) CONTRACTOR to provide invoices upon delivery:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL. 32577

Contact: **Candace Knapp**
Senior Office Support Assistant
850-937-2105 phone
850-937-2108 fax
cmknapp@mvescambia.com

Larry Bullock
Food Service Manager
850-937-2103 phone
850-937-2108 fax
lebullock@mvescambia.com

(B) TERMS

- (1) The terms being requested on the effective date shall be for a period of three (3) year 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.

BID FORM
Specification Number PD 13-14.056
Food Service Supplies Contract

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 5/29/14

Commissioners:

described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at prices on the Bid Form "B" at the end of Solicitation.

jc _____

Bid Form "B" Spreadsheet (to be filled in) is located at the end of Solicitation

TOTAL BID \$ 20,556.97

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 _____

Bidder: SYSCO FOODS
 By: JP CABALLERO

Occupational License No. _____

Signature: [Signature]

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Title: MARKETING ASSOCIATE
 Address: 2001 W. MAGNOLIA AVE
GENEVA, AL 36340

Type of Contractor's License, Certification and/or
 Registration _____
 Expiration Date: _____
 Terms of Payment
 (Check one) Net 30 Days 2% 10th Prox _____

Person to contact concerning this bid:
JP CABALLERO
 Phone/Toll Free/Fax # _____

Will your company accept Escambia County
 Purchasing Cards? Yes _____ No

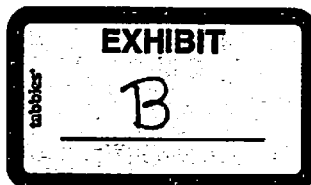
E-Mail Address: caballerajohn@jc.sysco.com
 Home Page Address: _____
 Person to contact for emergency service: _____

Will your company accept Escambia County Direct
 Payment Vouchers? Yes _____ No

Phone/Cell/Pager #: 850 723 1900
 Person to contact for disaster service: _____

County Permits/Fees required for this project:
Permit _____ Cost _____

Home Address: _____
 Home Phone/Cell/Pager #: _____



BID FORM "B"

Description	Est Qty/Mon	Unit of Measure	Bid Amount
Corn Flakes	3	CS	\$ 12.97 (38.91)
Peanut Butter	70	LB	\$ 1.70# 51.17 (38#) (153.51)
Beef Base (16oz)	12	OZ	\$ 25.03
Chicken Base (16oz)	12	OZ	\$ 22.70
Kidney Beans (#10 can)	4	CS (24/cs)	\$ 26.88 (107.52)
HI-C /Assorted (Assorted)	12	CS (12 Bottles/cs)	\$ 22.38 (268.56)
Apple Jelly (#10 cans)	4	CS	\$ 53.95 (215.80)
Grape Jelly (#10 cans)	5	CS	\$ 44.37 (221.85)
Shortning Liqu Fry	5	Gal	\$ 21.66 (108.30)
Pork N Beans (#10 can)	6	CS	\$ 23.41 (140.46)
Shortning Solid	5	LB	\$ 37.15 (50#)
Instant Potato	5.5	CS	\$ 48.08 (264.44)
Salt Packets(2,000/case)	3	CS	\$ 9.83 (6000)Case
Pepper Packets(2,000/case)	3	CS	\$ 27.19 (6000)Case
Potato Yams (#10 can)	4	CS	\$ 28.11 (112.44)
Vanilla Pudding (#10 can)	4	CS	\$ 32.45 (129.80)
Pineapple Chunks (#10 can)	4	CS	\$ 30.03 (120.12)
Sweet Pickle Relish	2	CS (4/case)	\$ 24.14 (48.28)
Choco Pudding (#10 can)	4	CS (6 #10/case)	\$ 25.83 (103.32)
Ketchup Packs(2,000/case)	3	CS	\$ 16.79 (50.37)
Salt Table (1lb box)	1.5	CS (24/case)	\$ 11.24 (16.86)
Brown Sugar (1lb box)	1	CS (24/csae)	\$ 21.65
Syrup (1 gal)	1	CS (4/case)	\$ 22.77
Tea Bag (4.5 oz)	1.5	CS (96/case)	\$ 23.42 (35.13)
Powder Sugar (1 lb)	1.5	CS (24/case)	\$ 24.29 (36.43)
Crush Tomato (#10 cans)	2	CS (6/case)	\$ 19.39 (38.78)
Tomatao Paste (#10 cans)	1	CS (6/case)	\$ 34.57
Dice Tomato (#10 cans)	2	CS (6/case)	\$ 20.50 (41)
Stewed tomatos (#10 cans)	2	CS (6/case)	\$ 22.23 (44.46)
Field Peas (#10 can)	5	CS (6/case)	\$ 27.16 (135.80)
Tuna (5lb can)	2	CS (6/case)	\$ 62.68 (125.36)
Coffee pack granuals	1 1/2	CS (96/cs)	\$ 59.68 (89.52)
Veg pan coating (18oz can)	1	CS (6/case)	\$ 16.30
cheese sauce (#10 can)	3	CS (6/case)	\$ 37.24 (111.72)
B.B.Q. sauce (1 gal)	2	CS (4/case)	\$ 25.90 (51.80)
Teriyaki sauce (1 gal)	1	CS (4/case)	\$ 42.88
Baby dry limas(20lb)	5	CS	\$ 37.14 (185.70)
Kidney beans(50lb)	2	LB	\$ 20.91 (41.82)
Navy beans (20lb)	5	LB	\$ 19.35 (96.75)

Description	Est Qty/Mon	Unit of Measure	Bid Amount
Pinto beans(20lb)	5	LB	\$ 18.72 (93.60)
Grits white (40lb)	3	CS	\$ 21.76 (65.28)
All purpose flour (50lb bag)	20	LB	\$ 16.05 (321)
Blackeye peas (20lb)	5	CS	\$ 20.55 (102.75)
Yellow corn meal (25lb)	40	LB	\$ 10.11
American cheese (20lb)	19	CS	\$ 55.73 (1058.07) *
Oat meal (16lb)	2	CS	\$ 34.30 (68.60)
Mustard packs(2000/cs)	10	CS	\$ 14.52 (145.60)
Lasagna noodles(10lb)	4	CS	\$ 13.86 (55.44)
Spaghetti noodles(20lb)	2	CS	\$ 19.68 (39.36)
Rice par boil (15lb)	15	CS	\$ 13.97 (209.55)
Granulated sugar (50lb bag)	10	LB	\$ 23.34 (233.40)
Elbo macaroni (20lb)	5	CS	\$ 20.11 (100.55)
Cheddar cheese(20lb)	2	CS	\$ 54.47 (109.54) (108.94)
Grade A eggs(30dz)	25	CS	\$ 40.11 (1002.75)
Ground beef frozen(80lb)	3	CS	\$ 234.4 (561.60)
chicken breasts (4oz)	12	CS (40/cs)	\$ 30.16 (361.92)
Ground beef patty 94oz0	12	CS (40/cs)	\$ 60.18 (722.16)
Hash brown (30lb)	8	CS	\$ 25.28 (202.24)
Bacon slices (10lb)	4	CS	\$ 51.98 (207.92)
Bolonga all meat (9lbs)	10	CS	\$ 3.284 (29.20)
Pork patties	12	CS (40/cs)	\$ 21.66 (259.92)
Pork chop bone in	12	CS (40/cs)	\$ 20.27 (243.24)
Chuck wagon travis	12	CS (40/cs)	\$ N/A
Hot dogs (1oz)	16	CS (100/cs)	\$ 20.76 (332.16)
Luncheon meat	4	CS (32lb/cs)	\$ 57.08 (228.32)
French fries	10	CS(30lb/cs)	\$ 17.23 (172.30)
Rib patties BBQ (3.5oz)	10	CS (55/cs)	\$ 28.45 (284.50)
Ckn Patties Breaded (4oz)	12	CS(40/cs)	\$ 30.16 (361.92)
Broccoli frozen cut (20lb)	10	CS(20lb/cs)	\$ 23.73 (237.30)
Sausage patties	30	30 cases 96 per case / 2oz.	\$ 22.07 (662.10)
Margarine solid	8	8 cases 24 / 1lb per case	\$ 17.74 (41.92)
Sausage links	30	30 cases 196 per case	\$ 38.46 (1153.80)
Salami	10	10 cases 10lb per cae for 120 total	\$ 2.924 (350.40)
Waffles	15	15 cases 144 per case	\$ 14.92 (223.80)
Pollock fish	20	20 cases 55 per case	\$ 29.25 (585)

Description	Est Qty/Mon	Unit of Measure	Bid Amount
baby lima beans QF	10	10 cases 20 lb per case	\$ 37.14 (304) (245.12)
C / sell Beef patty	12	12 cases 40 / 4oz per case	\$ 60.18 (722.16)
Buff ham smoked	8	8 cases at 20lb per case	\$ 2.25# (360)
Whipped margarine cups	4	4 cases 900 per case	\$ 20.01 (80.04)
Mix vegetables	10	10 cases 20lb per case	\$ 14.79 (147.90)
Charbroiled chicken breast	12	12 cases 40 per case	\$ 38.24 (458.88)
Corn frozen	10	10 cases 20lb per case	\$ 16.30 (163)
Turkey roll white	8	8 cases 18lb per case	\$ 3.09# (444.96)
Roped sausage	10	10 cases 10lb per case	\$ 30.70 (307)
Buff turkey ham	8	8 cases 18lb per case	\$ 1.29# (185.76)
beef bologna	10	10 cases 9lb per case for 90lbs	\$ 3.28# (295.20)
Corn dogs	8	8 cases 72 per case	\$ 35.41 (283.28)
Green beans frozen	10	10 cases 20lb per case	\$ 14.14 (141.40)
Veal patties	10	10 cases 40 per case	\$ 30.40 (304)
chicken leg quarters	20	20 cases 40lb per case	\$ 30.05 (601)
Peas & Carrots	10	10 cases 20lb per case	\$ 26.58 (265.80)
Pear halves	2	2 cases (6 #10 cans per case)	\$ 37.95 (75.90)
Pear slices	2	2 cases (6 #10 cans per case)	\$ 42.55 (93.10)
Mozzarella cheese	2	2 cases 20lb per case for 40lb	\$ 82.02 (164.04)
Mayonaise	1	1 case 4gal per case	\$ 21.26
Mustard	1	1 case 4gal per case	\$ 16.70
Pork butt	2	2 cases 40lb per case for 80lbs	\$ 1.98 (158.40)
Okra frozen	8	8 cases 20lb per case	\$ 20.11 (160.88)
Total			20,556.97

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Food Service Supplies Contract BID # PD 13-14.056								
Bid Opening Time: 10:30 a.m., CDT Bid Opening Date: 5/28/2014 Bid Opening Location: Pur Conf Rm 11.407	Cover Sheet/ Acknowl.	Bid Form	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 and/or Certificate of Insurance	Acknowledge ment of Addendum	Left Blank Intentionally	Left Blank Intentionally
NAME OF BIDDER									
Sysco Foods Gulf Coast 2001 W. Magnola Ave Geneva, AL 36340	X	X	X	X	X	X	X		
Merchants Food Service 2450 Big M Blvd Clanton, AL 35046	X	X	X	X	X	X	X		
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist		DATE: May 28, 2014						
BIDS TABULATED BY:	Cynthia Smith, RMLO		DATE: May 28, 2014						
BIDS WITNESSED BY:	Cynthia Smith, RMLO		DATE: May 28, 2014						

CAR DATE 7/10/2014 BOCC DATE 7/10/2014

The Committee recommends to the BCC: To award The Food Service Supplies Contract to: The Merchants Company D/B/A/ Merchants Food Service and Sysco Gulf Coast, Inc., for an estimated annual amount of \$190,000
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.


L.L.B./crs

AGREEMENT FOR FOOD SERVICE SUPPLIES PD 13-14.056

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 The Merchants Company, d/b/a Merchants Food Service (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 640202800 and whose principal address is 1100 Edwards Street, Hattiesburg, Mississippi 39403.

WITNESSETH:

WHEREAS, on May 12, 2014, the County issued an Invitation to Bidders (PD 13-14.056) seeking vendors to provide certain food service supplies 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 three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for three (3) 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 six (6) 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 food service supplies, Specification No. P.D. 13-14.056, 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 27, 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: Merchants Food Service
Attention: Howard Dunaway
1100 Edwards Street
Hattiesburg, MS 39403

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.

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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.

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**

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman
Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: Alvin A. A. A.
Date: 6/18/14

**CONTRACTOR:
THE MERCHANTS COMPANY D/B/A
MERCHANTS FOOD SERVICE**

ATTEST:

By: Andrew Mercier, CEO

By: _____
Corporate Secretary
(SEAL)

Date: _____

**ESCAMBLA COUNTY
FLORIDA**

INVITATION TO BID

FOOD SERVICE SUPPLIES CONTRACT

SPECIFICATION NUMBER PD 13-14.056

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Wednesday, May 28, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Lumon May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson IV
Gene M. Valentino**

Procurement Assistance:

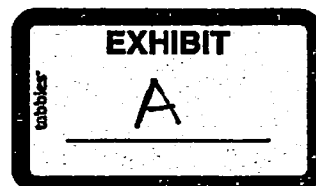
**Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
LLBoyd@co.escambia.fl.us**

Technical Assistance:

**Larry Bullock
Food Services Manager
Road Prison
601 Hwy 297-A
Pensacola, FL 32533
Tel: (850) 937-2100
Fax: (850) 937-2108
lebullock@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).



**FOOD SERVICE SUPPLIES CONTRACT
PD 13-14.056**

SCOPE OF WORK

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Road Prison Department with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be reasonable to furnish food supplies for use by Escambia County Road Prison Department, allowing for the capability of the County to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for food supplies. The Road Prison Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is \$190,000.00 per year. Quantities shown herein are estimated requirements for a (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic, and performance of products that will be satisfactory.

A) SERVICE

- (1) CONTRACTOR shall provide Food Products at the Escambia County Road Prison.
- (2) CONTRACTOR shall be responsible for providing food products service and delivery for approximately 180-236 inmates to include delivery on an as needed basis. Including but not limited to order fulfillment and timely order delivery freight free.
- (3) CONTRACTOR shall not, at any time, make substitutions for out of stock items without prior approval of ECRP Facility Kitchen Manager.
- (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 provide quality, accurate, and dedicated service pertaining to the product orders for the Escambia County Road Prison.
- (6) CONTRACTOR shall communicate with the kitchen manager items that are on special sale or discontinued and provide samples of new items.
- (7) CONTRACTOR to provide invoices upon delivery:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL. 32577

Contact: Candace Knapp
Senior Office Support Assistant
850-937-2105 phone
850-937-2108 fax
cmknapp@myescambia.com

Larry Bullock
Food Service Manager
850-937-2103 phone
850-937-2108 fax
lebullock@myescambia.com

(B) TERMS

- (1) The terms being requested on the effective date shall be for a period of three (3) year 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.**

BID FORM
Specification Number PD 13-14.056
Food Service Supplies Contract

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 5/07/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Food Service Supplies Contract" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at prices on the Bid Form "B" at the end of Solicitation.

Bid Form "B" Spreadsheet (to be filled in) is located at the end of Solicitation

TOTAL BID \$ 233,109.68

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 _____

Bidder: MERCHANTS FOODSERVICE
By: JATIN ESSEK

Occupational License No. _____

Signature: [Signature]

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Title: DIRECTOR OF PROGRAMS
Address: _____

Type of Contractor's License, Certification and/or
Registration _____

Person to contact concerning this bid:
HOWARD BUNKLEY
Phone/Toll Free/Fax # PH - 850-255-3201

Expiration Date: _____

Terms of Payment
(Choose one) Net 30 Days 2% 10th Prox

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County
Purchasing Cards? Yes No

Person to contact for emergency service:

Phone/Cell/Pager #: _____

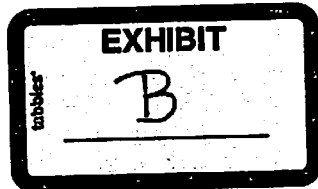
Will your company accept Escambia County Direct
Payment Vouchers? Yes No

Person to contact for disaster service:

Home Address: _____

County Permits/Fees required for this project:
Permit Cost

Home Phone/Cell/Pager #: _____



(7) CONTRACTOR to provide invoices upon delivery:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL. 32577

Contact: Candace Knapp
 Senior Office Support Assistant
 850-937-2105 phone
 850-937-2108 fax
cmknapp@mvescambia.com

Larry Bullock
 Food Service Manager
 850-937-2103 phone
 850-937-2108 fax
lebullock@mvescambia.com

(B) TERMS

- (1) The terms being requested on the effective date shall be for a period of three (3) year 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.

Description	Est Qty/Mon	Unit of Measure	ANNUAL Bid Amount
Corn Flakes	3	CS 4/35oz	\$ 519.55
Peanut Butter	70	LB 4/5 LB	\$ 1,382.14
Beef Base (16oz)	12	OZ 12/1 LB	\$ 448.06
Chicken Base (16oz)	12	OZ 12/1 LB	\$ 178.47
Kidney Beans (#10 can)	4	CS (24/cs) 4/#10	\$ 1060.91
HI-C /Assorted (Assorted)	12	CS (12 Bottles/cs) 12/5.5oz	\$ 3,177.82
Apple Jelly (#10 cans)	4	CS 4/#10	\$ 3,165.82
Grape Jelly (#10 cans)	5	CS 4/#10	\$ 2,473.64
Shortning Liqu Fry	5	GAL CS 1/35#	\$ 1,375.91
Pork N Beans (#10 can)	6	CS 6/#10	\$ 1,484.18
Shortning Solid	5	LB CS 1/50#	\$ 2,251.36
Instant Potato	5.5	CS 6/#10	\$ 3,049.50
Salt Packs(2,000/case)	3	CS 3/1000 CT	\$ 155.05
Pepper Packs(2,000/case)	3	CS 3/1000 CT	\$ 302.32
Potato Yarns (#10 can)	4	CS 6/#10	\$ 1,123.27
Vanilla Pudding (#10 can)	4	CS 6/#10	\$ 1,422.55
Pineapple Chunks (#10 can)	4	CS 6/#10	\$ 1,304.73
Sweet Pickle Relish	2	CS (4/case) 4/1 GAL	\$ 1,087.55
Choco Pudding (#10 can)	4	CS (6 #10/case)	\$ 1,422.55
Ketchup Packs(2,000/case)	3	CS 1000/9 CT	\$ 1,039.82

Description	Est Qty/Mon	Unit of Measure	Bid Amount
Salt Table (11b box)	1.5	CS (24/case) 24/26oz	\$ 206.18
Brown Sugar (11b box)	1	CS (24/case) 24/1 #	\$ 273.41
Syrup (1 gal)	1	CS (4/case) 4/1 GAL	\$ 403.64
Tea Bag (4.5 oz)	1.5	CS (96/case) 32/3oz	\$ 567.61
Powder Sugar (1 lb)	1.5	CS (24/case) 24/1 #	\$ 427.50
Crush Tomato (#10 cans)	2	CS (6/case) 6/10	\$ 477.27
Tomato Paste (#10 cans)	1	CS (6/case) 6/10	\$ 378.41
Dice Tomato (#10 cans)	2	CS (6/case) 6/10	\$ 626.18
Stewed tomatoes (#10 cans)	2	CS (6/case) 6/10	\$ 573.00
Field Peas (#10 can)	5	CS (6/case) 6/10	\$ 1,538.66
Tuna (5lb can)	2	CS (6/case) 6/6.5oz	\$ 1,416.27
Coffee pack granuals	1 1/2	CS (96/cs) 48/1.75oz	\$ 557.18
Veg pan coating (18oz can)	1	CS (6/case) 6/17oz	\$ 194.32
cheese sauce (#10 can)	3	CS (6/case) 6/10	\$ 1,458.82
B.B.Q. sauce (1 gal)	2	CS (4/case) 4/1 gal	\$ 714.55
Teriyaki sauce (1 gal)	1	CS (4/case) 4/1 gal	\$ 547.09
Baby dry limas(20lb)	5	CS	\$ 1,288.64
Kidney beans(50lb)	2	LB CS 1/25 #	\$ 679.91
Navy beans (20lb)	5	LB CS 1/25 #	\$ 1536.82
Pinto beans(20lb)	5	LB CS 1/25 #	\$ 1,032.27
Grits white (40lb)	3	CS	\$ 671.32
All purpose flour (50lb bag)	20	LB	\$ 3,850.91
Blackeye peas (20lb)	5	CS	\$ 1,200.00
Yellow corn meal (25lb)	40	LB	\$ 4,718.18
American cheese (20lb)	19	CS	\$ 12,340.50
Oat meal (16lb)	2	CS 6/42oz	\$ 700.91
Mustard packs(2000/cs)	10	CS 500/4.5 cm	\$ 778.64
Lasagna noodles(10lb)	4	CS	\$ 572.34
Spaghetti noodles(20lb)	2	CS	\$ 319.09
Rice par boil (15lb)	15	CS 1/25 #	\$ 1,908.41
Granulated sugar (50lb bag)	10	LB	\$ 2,344.09
Elbo macaroni (20lb)	5	CS	\$ 797.73
Cheddar cheese(20lb)	2	CS	\$ 1,423.36
Grade A eggs(30dz)	25	CS	\$ 12,579.55
Ground beef frozen(80lb)	3	CS PER POUND	\$ 6,610.91
chicken breasts (4oz)	12	CS (40/cs) 1/10 #	\$ 5,023.64
Ground beef patty 94oz0	12	CS (40/cs) 80/4oz	\$ 7,821.82
Hash brown (30lb)	8	CS	\$ 2,664.18
Bacon slices (10lb)	4	CS 1/15 #	\$ 2,348.18
Bolonga all meat (9lbs)	10	CS 2/6.85 #	\$ 280.91
Pork patties	12	CS (40/cs) 64/2.5oz	\$ 4,216.91
Pork chop bone in	12	CS (40/cs) 1/10 #	\$ 3,190.91

Description	Est Qty/Mon	Unit of Measure	Bid Amount
Chuck wagon travis	12	CS (40/cs) 40/4oz	\$ 1,930.91
Hot dogs (1oz)	16	CS (100/cs) 100/1.6oz	\$ 3,916.36
Luncheon meat	4	CS (32lb/cs)	\$ 3,829.64
French fries	10	CS(30lb/cs)	\$ 2,014.09
Rib patties BBQ (3.5oz)	10	CS (55/cs) 64/2.5oz	\$ 3,514.09
Ckn Patties Breaded (4oz)	12	CS(40/cs) 7/5#	\$ 4,009.09
Broccoli frozen cut (20lb)	10	CS(20lb/cs)	\$ 1,418.18
Sausage patties	30	30 cases 96 per case / 2oz	\$ 7,609.09
Margarine solid	8	8 cases 24 / 11b per case 30/1#	\$ 1,652.73
Sausage links	30	30 cases 196 per case 20/8oz	\$ 6,913.64
Salami	10	10 cases 10lb per case for 120 total 2/10#	\$ 3,010.91
Waffles	15	15 cases 144 per case 8/18oz	\$ 2,679.55
Pollock fish	20	20 cases 55 per case 52/3oz	\$ 6,954.55
baby lima beans QF	10	10 cases 20 lb per case 1/20#	\$ 2,577.27
C / sell Beef patty	12	12 cases 40 / 4oz per case	\$ 1,930.91
Buff ham smoked	8	8 cases at 20lb per case	\$ 7,069.09
Whipped margarine cups	4	4 cases 900 per case	\$ 671.45
Mix vegetables	10	10 cases 20lb per case	\$ 2,211.36
Charbroiled chicken breast	12	12 cases 40 per case	\$ 5,539.09
Corn frozen	10	10 cases 20lb per case	\$ 1,800.00
Turkey roll white	8	8 cases 18lb per case 2/10#	\$ 4,854.55
Roped sausage	10	10 cases 10lb per case 20/8oz	\$ 2,304.55
Buff turkey ham	8	8 cases 18lb per case	\$ 3,787.64
beef bologna	10	10 cases 9lb per case for 90lbs	\$ 3,848.45
Corn dogs	8	8 cases 72 per case	\$ 3,475.64
Green beans frozen	10	10 cases 20lb per case	\$ 1,881.82
Veal patties	10	10 cases 40 per case	\$ 4,240.91

Description	Est Qty/Mon	Unit of Measure	Bid Amount
chicken leg quarters	20	20 cases 40lb per case	\$ 4,600.00
Peas & Carrots	10	10 cases 20lb per case	\$ 1,827.27
Pear halves	2	2 cases (6 #10 cans per case)	\$ 896.45
Pear slices	2	2 cases (6 #10 cans per case)	\$ 832.91
Mozzarella cheese	2	2 cases 20lb per case for 40lb $\frac{4}{5}$ #	\$ 1,527.27
Mayonaise	1	1 case 4gal per case	\$ 311.32
Mustard	1	1 case 4gal per case	\$ 180.68
Pork butt	2	2 cases 40lb per case for 80lbs	\$ 3,752.73
Okra frozen	8	8 cases 20lb per case	\$ 2,046.55
Total			233,109.68



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6487

County Administrator's Report 15. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Certification of Taxable Value

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2014/2015 Certification of Taxable Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2014/2015 Budget:

A. Certify the millage rates for Fiscal Year 2014/2015, as follows:

County-wide Operating – 6.6165

Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685

Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public; the millage rates must be certified by August 4, 2014.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2013/2014;

B. Certify the proposed millage rates at 2.19% above the aggregate rolled back rate;

C. Affirm the Boards' intent to increase the current revenue allocation at the 50.0% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2014/2015;

D. Schedule a Public Hearing on the Fiscal Year 2014/2015 Budget for September 9, 2014, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2014/2015 non-ad valorem special assessment roll at 5:02 p.m., on September 9, 2014, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida.

BACKGROUND:

Florida Statutes 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6422

County Administrator's Report 15. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Local Agency Program (LAP) Agreement for Paved Shoulders Along County Road 196 (Barrineau Park Road)

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Local Agency Program Agreement for the Construction of Paved Shoulders along County Road 196 (Barrineau Park Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$1,624,000, for the construction of paved shoulders along County Road (CR) 196 (Barrineau Park Road) from CR 97 (Jacks Branch Road) to CR 99 (Highway 99) in Escambia County:

- A. Approve the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between FDOT and Escambia County for construction of paved shoulders along CR 196 (Barrineau Park Road) from CR 97 (Jacks Branch Road) to CR 99 (Highway 99) in Escambia County;
- B. Adopt a Resolution authorizing the execution of the LAP Agreement; and
- C. Authorize the Chairman to sign the LAP Agreement, the Resolution for this Project, and any other document related to this LAP Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement]

BACKGROUND:

The Florida Department of Transportation (FDOT) has notified Escambia County that CR 196 (Barrineau Park Road) qualifies for funding through the Highway Safety Program. The justification was based on the crash rate for this portion of CR 196. FDOT has completed the design of needed improvements and the next step is construction of the improvements. The improvements include roadway widening and the installation of 2' paved shoulders on both sides, resurfacing the travel lanes, and minor safety upgrades. The construction project will be administered by Escambia County. FDOT will reimburse the County as costs are incurred. The submittal must include a Resolution from the BOCC which authorizes support for the project.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will continue to coordinate this project with Dustin Castells, FDOT, and the Purchasing Department for procurement of a contractor. Engineering staff will handle the project management of the project. Upon the Board's approval of this Recommendation, the Chairman will need to sign five original copies of the LAP Agreement. The Clerk's Office will then need to certify four copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed Agreements and the certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

resolution for CR 196

LAP for CR 196

Map for CR 196

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY TO CONSTRUCT PAVED SHOULDERS ON COUNTY ROAD (CR) 196 (BARRINEAU PARK ROAD) FROM COUNTY ROAD (CR) 97 (JACKS BRANCH ROAD) TO COUNTY ROAD (CR) 99 (HIGHWAY 99); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program (LAP) Agreement, the total estimated cost of constructing paved shoulders on County Road (CR) 196 (Barrineau Park Road) from County Road (CR) 97 (Jacks Branch Road) to County Road (CR) 99 (Highway 99) in Escambia County (FPN 429670-4-58-01 and FPN 429670-4-68-01) (hereinafter referred to as "the project"); and

WHEREAS, the estimated total cost of the project is \$1,624,000 (one million six hundred twenty four thousand dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total costs of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing, and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation and Escambia County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2014.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/10/14

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

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>429670-4-58-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>8886-499-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>429670-4-68-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>8886-499-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>48 (Escambia)</u>	Contract No: _____	Vendor No: <u>F596000598154</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this ____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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 for the Department's participation in the construction of County Road 196 Paved Shoulders and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall 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 applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before August 31, 2015. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency 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 Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is \$ 3,376,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: 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(6)(a), Florida Statutes, are hereby incorporated:

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"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and 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-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 "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with 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.

Part II - State Funded: Recipients of state funds (i.e., a non-state 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 Executive Office of the Governor and the CFO, 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 Department 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 Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
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(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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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 audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
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 Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department 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 financial 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 each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - 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), 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 financial reporting package 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 Department 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, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of the financial reporting package 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 Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 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 Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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 Department for audits done in accordance with OMB Circular A-133, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial 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 at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project

commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, 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 Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) 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 a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency 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. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, 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.

13.05 Bonus or Commission: By execution of the Agreement, the Agency 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 application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 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.

13.11 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 and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph 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.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escamiba County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: **Lumon J. May**
Title: **Chairman**

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: Pam Childers
Title: Clerk of the Circuit Court

Attest: _____
Title: _____

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: *K. Michael ACF*
Date: 3/10/14

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429670-4-58-01 & 429670-4-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and **Escambia County B.O.C.C.**

PROJECT LOCATION:

The project ___ is is not on the National Highway System.

The project ___ is is not on the State Highway System.

PROJECT DESCRIPTION:

This project is construction of paved shoulders along County Road 196 from County Road 97 to County Road 99.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency will upload all relevant documentation related to this project into the Department's Local Agency Program Information Tool (LAPIT) System.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction Letting by **October 2014**.
- b) Construction Begin by **November 2014**.
- c) Construction completed by **June 30, 2015**.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the construction and CEI services **not to exceed \$1,624,000**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 32591	FPN: 429670-4-58-01 & 429670-4-68-01
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PROJECT DESCRIPTION

Name: County Road 196 Paved Shoulders Project Length: 2.436 miles
 Termini: From CR 97 to CR 99

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: FY: FY: Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) FY: FY: FY: Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design FY: FY: FY: Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way FY: FY: FY: Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction FY: 2015 FY: 2016 FY: 2017 FY: 2018 Total Construction Cost	\$1,499,000.00 _____ _____ _____ \$1,499,000.00	\$0.00 _____ _____ _____ \$0.00	\$1,499,000.00 _____ _____ _____ \$1,499,000.00
Construction Engineering and Inspection (CEI) FY: 2015 FY: 2016 FY: 2017 Total CEI Cost	\$125,000.00 _____ _____ \$125,000.00	\$0.00 _____ _____ \$0.00	\$125,000.00 _____ _____ \$125,000.00
Total Construction and CEI Costs	_____ _____	_____ _____	_____ _____
TOTAL COST OF THE PROJECT	\$1,624,000.00	\$0.00	\$1,624,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 429670-4-58-01 & 429670-4-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Escambia County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act(CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record(EOR) on a project shall not be considered for construction engineering and inspection(CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 429670-4-58-01 & 429670-4-68-01 \$1,624,000

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As

Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

CR 196 Paved Shoulders





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6444

County Administrator's Report 15. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Local Agency Program (LAP) Agreement for Paved Shoulders Along County Road 99 (Highway 99)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Local Agency Program Agreement for the Construction of Paved Shoulders along County Road 99 (Highway 99) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$3,376,000, for the construction of paved shoulders along County Road (CR) 99 (Highway 99) from CR 196 (Barrineau Park Road) to CR 97A (Highway 97A) in Escambia County:

- A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between FDOT and Escambia County for construction of paved shoulders along CR 99 (Highway 99) from CR 196 (Barrineau Park Road) to CR 97A (Highway 97A) in Escambia County;
- B. Adopt a Resolution authorizing the execution of the LAP Agreement; and
- C. Authorize the Chairman to sign the LAP Agreement, the Resolution for this Project, and any other document related to this LAP Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement]

BACKGROUND:

FDOT has notified Escambia County that CR 99 (Highway 99) qualifies for funding through the Highway Safety Program. The justification was based on the crash rate for this portion of CR 196. FDOT has completed the design of needed improvements and the next step is construction of the improvements. The improvements include roadway widening and the installation of 2' paved shoulders on both sides, resurfacing the travel lanes, and minor safety upgrades. The construction project will be administered by Escambia County. FDOT will reimburse the County as costs are incurred. The submittal must include a Resolution from the BOCC which authorizes support for the project.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will continue to coordinate this project with Dustin Castells, FDOT, and the Purchasing Department for procurement of a contractor. Engineering staff will handle the project management of the project. Upon the Board's approval of this Recommendation, the Chairman will need to sign five original copies of the LAP Agreement. The Clerk's Office will then need to certify four copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed Agreements and the certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

resolution for CR 99

LAP for CR 99

Map for CR 99

RESOLUTION NUMBER R2014-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY TO CONSTRUCT PAVED SHOULDERS ON COUNTY ROAD (CR) 99 (HIGHWAY 99) FROM COUNTY ROAD (CR) 196 (BARRINEAU PARK ROAD) TO COUNTY ROAD (CR) 97A (HIGHWAY 97A); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program (LAP) Agreement, the total estimated cost of constructing paved shoulders on County Road (CR) 99 (Highway 99) from County Road (CR) 196 (Barrineau Park Road) to County Road (CR) 97A (Highway 97A) in Escambia County (FPN 429670-2-58-01 and FPN 429670-2-68-01) (hereinafter referred to as "the project"); and

WHEREAS, the estimated total cost of the project is \$3,376,000 (three million three hundred seventy six thousand dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total costs of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing, and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation and Escambia County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2014.

Approved as to form and legal sufficiency.

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

By/Title: K. H. [Signature]
Date: 7/10/14

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>429670-2-58-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>8886-498-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>429670-2-68-01</u>	Fund: <u>HSP</u>	FLAIR Approp: _____
Federal No: <u>8886-498-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>48 (Escambia)</u>	Contract No: _____	Vendor No: <u>F596000598154</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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 for the Department's participation in the construction of County Road 99 Paved Shoulders and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall 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 applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before August 31, 2015. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency 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 Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is \$ 3,376,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: 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(6)(a), Florida Statutes, are hereby incorporated:

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"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department 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 fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and 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-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 "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with 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.

Part II - State Funded: Recipients of state funds (i.e., a non-state 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 Executive Office of the Governor and the CFO, 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 Department 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 Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
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(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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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 audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
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 Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department 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 financial 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 each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - 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), 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 financial reporting package 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 Department 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, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of the financial reporting package 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 Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 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 Department at each of the following address(es):

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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 Department for audits done in accordance with OMB Circular A-133, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial 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 at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

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5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project

commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, 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 Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) 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 a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency 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. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, 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.

13.05 Bonus or Commission: By execution of the Agreement, the Agency 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 application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 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.

13.11 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 and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph 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.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escamiba County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Lumon J. May
Title: Chairman

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: Pam Childers
Title: Clerk of the Circuit Court

Attest: _____
Title: _____

By: _____
Deputy Clerk
Approved as to form and legal
sufficiency

By/Title: Edward ACA
Date: 7/10/14

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429670-2-58-01 & 429670-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Escambia County B.O.C.C.

PROJECT LOCATION:

The project ____ is is not on the National Highway System.

The project ____ is is not on the State Highway System.

PROJECT DESCRIPTION:

This project is construction of paved shoulders along County Road 99 from County Road 196 Barrineau Road to County Road 97A.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency will upload all relevant documentation related to this project into the Department's Local Agency Program Information Tool (LAPIT) System.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction Letting by **October 2014**.
- b) Construction Begin by **November 2014**.
- c) Construction completed by **June 30, 2015**.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the construction and CEI services **not to exceed \$3,376,000**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 32591	FPN: 429670-2-58-01 & 429670-2-68-01
--	--------------------------------------

PROJECT DESCRIPTION

Name: County Road 99 Paved Shoulders Project Length: 6.819 miles
 Termini: From CR 196 Barrineau Road to CR 97A

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: FY: FY: Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) FY: FY: FY: Total PD&E Cost	_____	_____	_____
Design FY: FY: FY: Total Design Cost	_____	_____	_____
Right-of-Way FY: FY: FY: Total Right-of-Way Cost	_____	_____	_____
Construction FY: 2015 FY: 2016 FY: 2017 FY: 2018 Total Construction Cost	\$3,001,000.00	\$0.00	\$3,001,000.00
Construction Engineering and Inspection (CEI) FY: 2015 FY: 2016 FY: 2017 Total CEI Cost	\$375,000.00	\$0.00	\$375,000.00
Total Construction and CEI Costs	\$3,376,000.00	\$0.00	\$3,376,000.00
TOTAL COST OF THE PROJECT	\$3,376,000.00	\$0.00	\$3,376,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 429670-2-58-01 & 429670-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Escambia County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act(CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record(EOR) on a project shall not be considered for construction engineering and inspection(CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 429670-2-58-01 & 429670-2-68-01 \$3,376,000.00

Compliance Requirement:

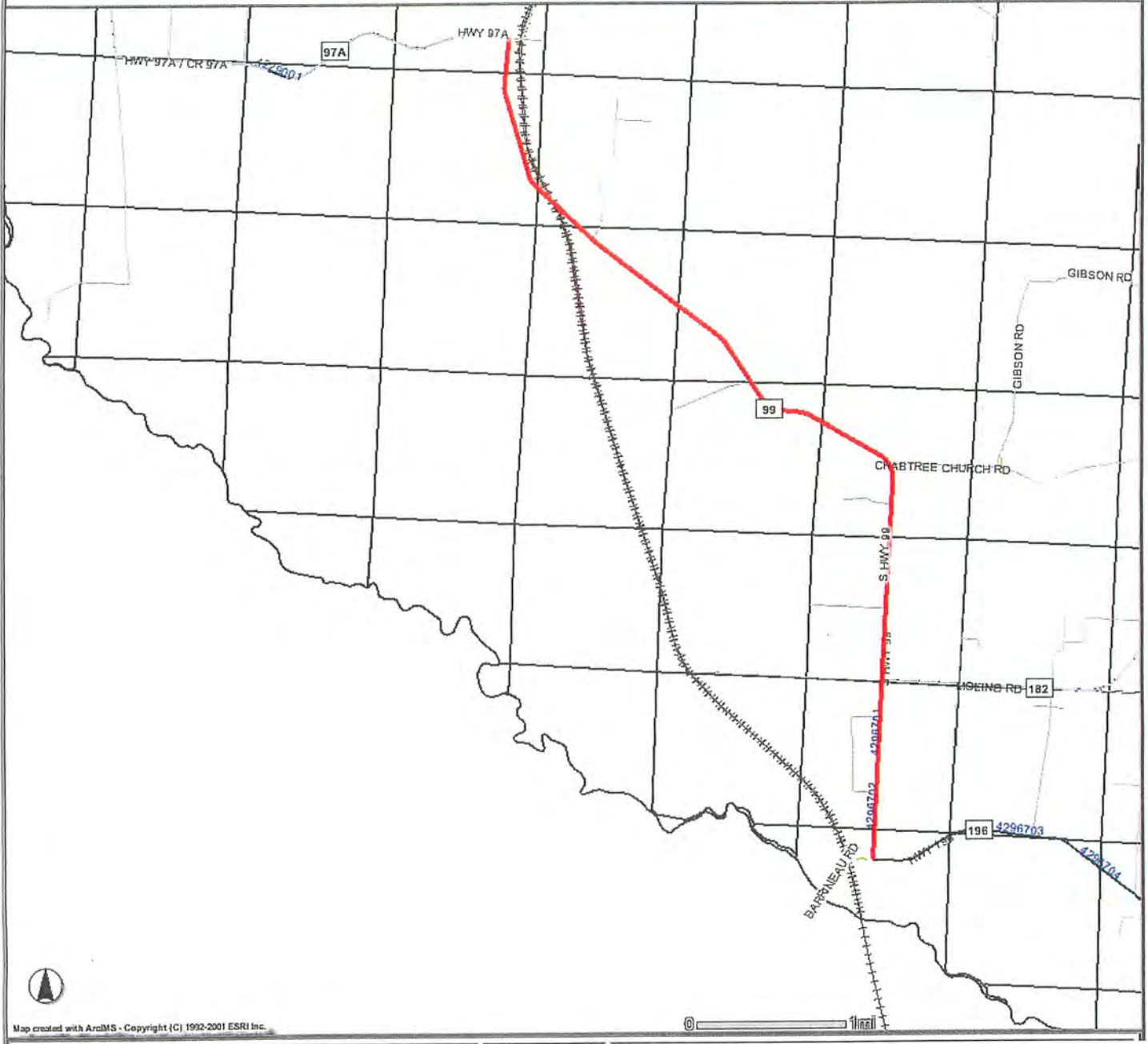
Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

CR 99 Paved Shoulder





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6462

County Administrator's Report 15. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Real Property Located at 6400 North "W" Street

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Parcel of Real Property (with Office Building) Located at 6400 North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parcel of real property (with office building) located at 6400 North "W" Street, owned by W Street Holdings, LLC, which could be used to facilitate and house various Corrections Department Divisions and related functions:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing property located at 6400 North "W" Street from W Street Holdings, LLC, which could be utilized by the Corrections Department for various divisions and related functions; and

B. Authorize and direct staff to submit in parallel to item "A" an advertised Request for Letters of Interest (RLI) for a Building and Property that will meet the Community Corrections needs.

[Funding Source: Fund 114, Misdemeanor Probation]

BACKGROUND:

The County Corrections Department had several corrections divisions and related functions located at the County-owned building at 2251 North Palafox Street, including Electronic Monitoring, Probation Pre-Trial, Check Division, Jail and Corrections Accounting, and Corrections Administrative Staff. The building facility was severely damaged by the recent rain and flooding event and these corrections functions are being housed at various County buildings. The building is being evaluated to determine the extent of damage, costs to repair and what insurance coverage the County will receive.

Given the history of flooding at this facility, the Corrections Department would like to relocate their functions and have tentatively identified the property at 6400 North "W" Street as being suitable for their needs and are asking the Board to authorize staff to pursue the appraisal of this property. This property was one of fifteen properties reviewed by Corrections and Facilities staff. However, staff will also, with Board direction, advertise an Request of Letters of Interest (RLI) to ensure no option has been overlooked. Board approval is required for staff to

proceed under the requirements of Section 46-139, Escambia County Code of Ordinances.

BUDGETARY IMPACT:

Funding for completion of requirements of Section 46-139, Escambia County Code of Ordinances, is available in Misdemeanor Probation Fund 114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will approve any contract or other documents required for Board approval of this proposed acquisition.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Staff will comply with Section 46-139 of the County Codes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will move forward to comply with Section 46-139, Escambia County Code of Ordinances.

Attachments

parcel information

aerial map

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information

Reference: 381S303001000022
Account: 040857875
Owners: W STREET HOLDINGS LLC
Mail: 6400 NORTH W ST
 PENSACOLA, FL 325051711
Situs: 6400 N W ST 32505
Use Code: OFFICE, 1 STORY
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:	\$527,388
Land:	\$237,120
<hr/>	
Total:	\$764,508
Save Our Homes:	\$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5790	1908	\$462,500	WD	View Instr
11/2000	4628	1763	\$576,500	WD	View Instr
03/1996	3939	311	\$225,000	WD	View Instr
12/1983	1852	206	\$100	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

PARCEL 12 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W ALG W LI 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO SWLY...

Extra Features

- 6' WOOD FENCE
- ASPHALT PAVEMENT
- CONCRETE WALKS
- MASONRY WALL/FENCE
- PARKING LIGHT

Parcel Information

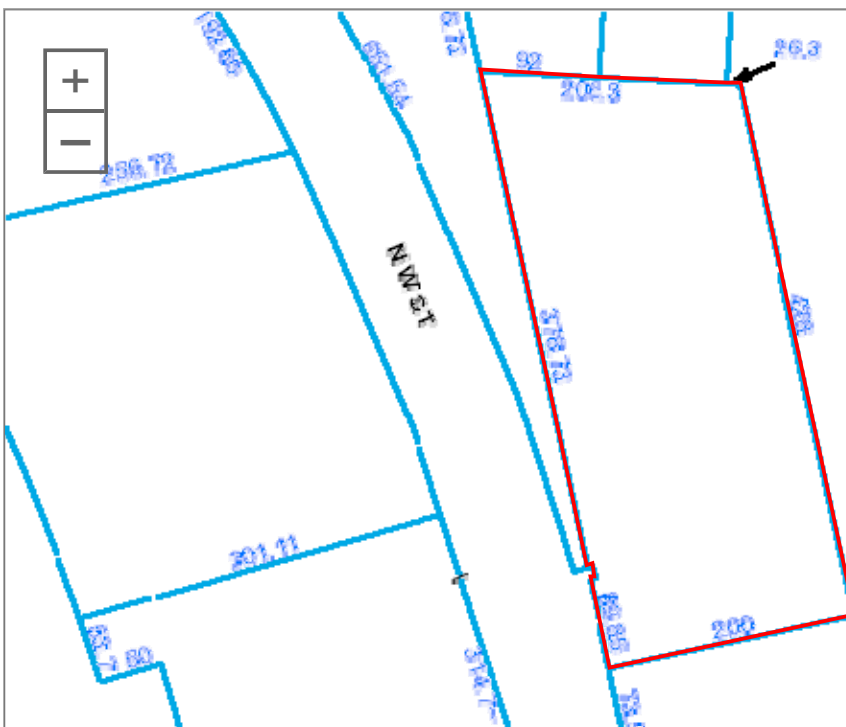
[Launch Interactive Map](#)

Section Map Id:
[36-1S-30-2](#)

Approx. Acreage:
2.1100

Zoned:
C-2

Evacuation & Flood Information
[Open Report](#)




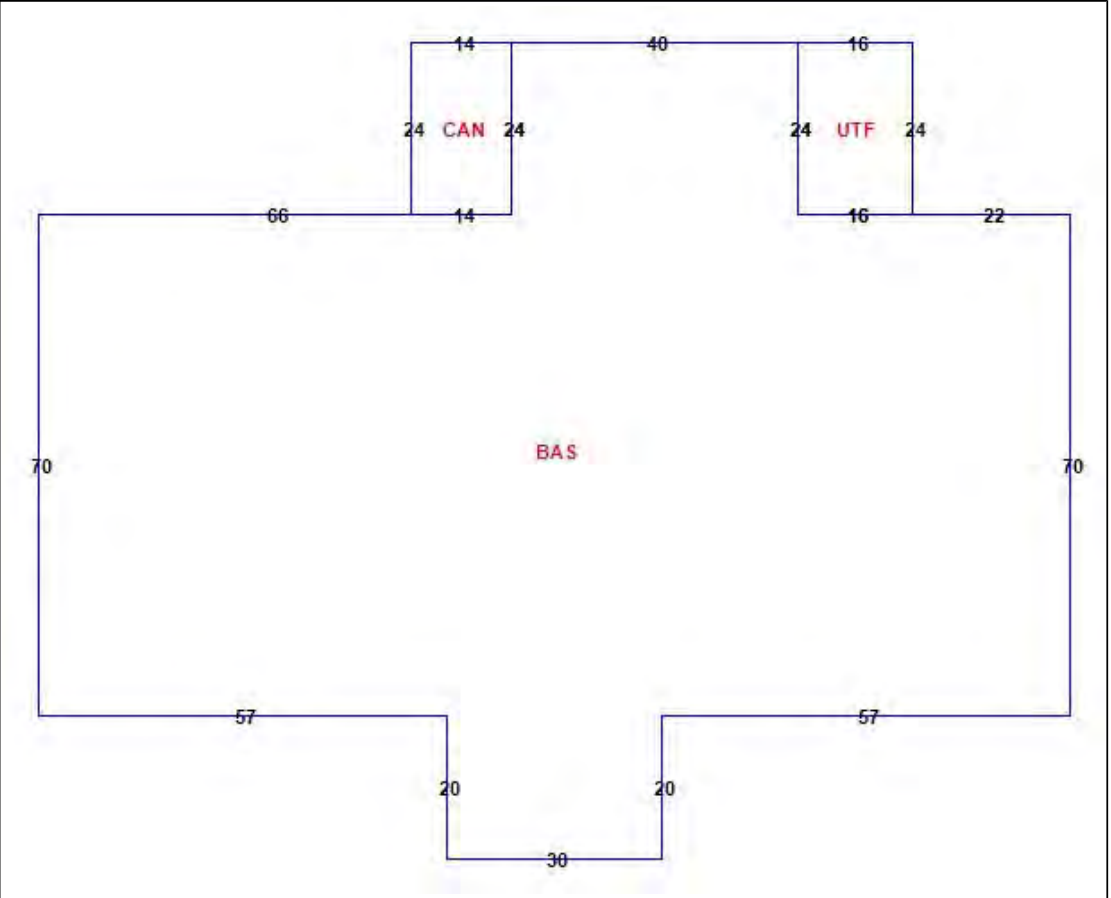
Buildings

Building 1 - Address: 6400 N W ST, Year Built: 1984, Effective Year: 2000

Structural Elements

DECOR/MILLWORK-
AVERAGE
EXTERIOR WALL-STUCCO
OV BLOCK
FLOOR COVER-TILE/STAIN
CONC/BRICK
FOUNDATION-SLAB ON
GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-
PLASTER
INTERIOR WALL-PANEL-
PLYWOOD
NO. PLUMBING FIXTURES-
21.00
NO. STORIES-1.00
ROOF COVER-BLT UP
MTL/GYP
ROOF FRAMING-RIGID
FRAME/BAR
STORY HEIGHT-14.00
STRUCTURAL FRAME-RIGID
FRAME

 Areas - 12360 Total SF
BASE AREA - 11640
CANOPY - 336
UTILITY FIN - 384



Images



9/12/13



4/11/07



5/15/12



6/25/02



10/2/03

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

**PROPOSED ACQUISITION / PROPERTY @ 6400 NORTH "W" STREET
OWNER: "W" STREET HOLDINGS, LLC**



**"W" STREET HOLDINGS, LLC / APPROXIMATELY 2.11 ACRES
SINGLE ONE -STORY BUILDING / 12,360 TOTAL SQUARE FEET**



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 06/24/14 DISTRICT 3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6483

County Administrator's Report 15. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Concerning the Purchase of a Tractor with Mower

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Tractor with Mower for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #13-11-0904, Specification #20, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Board approval, and award a Purchase Order for one 2014 Kubota Tractor M108SHD with Terrain King KB2200 Boom Mower, to Coastal Machinery Company, in the amount of \$105,518.20, for the Road Division.

[Funding: Fund 352, LOST III Fund, Cost Center 210107]

BACKGROUND:

The Kubota tractor with boom mower is part of a fleet restructuring for the Road Division, replacing in part a 2007 Mack Dump truck and 1998 Caterpillar Motor grader that has previously been auctioned. The tractor/boom mower will be utilized primarily in the Road Division right-of-way maintenance program.

BUDGETARY IMPACT:

Funds are available from Fund 352, LOST III Fund, Cost Center 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia county Code of Ordinances, Chapter 46 Finance, Article II Purchases and Contracts, Section 46-44 Application; Exemptions and Section 46-44.

IMPLEMENTATION/COORDINATION:

Purchasing will issue the Purchase Order for the tractor with mower.

Attachments

Sheriff's Contract Spec 20



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

AGRICULTURE TYPE TRACTOR WITH BOOM MOWER (4 WHEEL DRIVE) SPECIFICATION #20

2014 Kubota M108 with Terrain King Boom Mower

The Kubota M108 with Terrain King Boom Mower purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$88,375.00	\$88,992.00	\$88,492.00	\$87,888.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	M108 with Terrain King Boom Mower			
DEALER:	Coastal Machinery Company	Robinson Equipment Co., Inc.	Robinson Equipment Co., Inc.	Creel Tractor Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$88,375.00	\$88,992.00	\$88,492.00	\$87,888.00

Order Code	Delete Options	Northern		
		Western	& Central	Southern
M108SHD/ KB1800 ² M108SHD KB1800 ³	Downgrade model - specify <i>108HP 4WD KUBOTA TRACTOR W/ 18' BOOM MOWER WITH 5' ROTARY CUTTER²</i> <i>108Hp 4wd Rops, with 18' Boom Mower with Rotary Head³</i>	NA	\$850.00 ²	\$1,300.00 ³
M108SH / KB1800 ² M108SH KB1800 ³	Downgrade model - specify <i>108HP 2WD KUBOTA TRACTOR W/ 18' BOOM MOWER WITH 5' ROTARY CUTTER²</i> <i>108Hp 2wd Rops, with 18' Boom Mower with Rotary Head³</i>	NA	\$5,140.00 ²	\$6,500.00 ³
M108SH / KB2200 ² M108SH KB2200 ³	Downgrade to 2 wheel drive <i>SPEC SAME AS BASE MODEL ONLY IT'S 2WD²</i> <i>Same configuration as base spec but it is 2wd³</i>	\$8,361.00	\$4,987.00 ²	\$5,000.00 ³
	Downgrade to a 20' boom reach	NA	NA	NA
	Downgrade - specify	NA	NA	NA
	Downgrade - specify	NA	NA	NA
34802986190 ³	Optional equipment delete - specify <i>5' Rotary Head no Swivel³</i>	NA	NA	\$9,500.00 ³
	Optional equipment delete - specify	NA	NA	NA
	Optional equipment delete - specify	NA	NA	NA

Order Code	Add Options	Northern		
		Western	& Central	Southern
M108SHD/KB2200 Joystick ² M108SHD KB2200 Joystick ³	Model upgrade - specify <i>SPEC SAME AS BASE MACHINE BUT WITH JOYSTICK CONTROL FOR BOOM²</i> <i>Same as Base Spec but with Joystick Control Boom³</i>	NA	\$6,539.00 ²	\$6,400.00 ³
M108SHDC/KB2200 Joystick ² M108SHDC KB2200 Joystick ³	Model upgrade - specify <i>108HP KUBOTA, CAB W/AC, 4WD, 23' BOOM MOWER AND JOYSTICK FOR THE BOOM²</i> <i>108Hp 4wd Cab A/C w23' Boom Joystick Control³</i>	NA	\$13,806.00 ²	\$12,100.00 ³
M108SDSC ² M108SDSC KB2200 Joystick ³	Model upgrade - specify <i>108HP KUBOTA, 32X32 HYD SHUTTLE TRANS., CAB W/AC, 4WD, 23' BOOM MOWER AND JOYSTICK CONTROL FOR BOOM²</i> <i>108Hp 4wd Cab A/C w23' Boom Joystick Control 32x32 Transmission³</i>	NA	\$15,700.00 ²	\$14,900.00 ³
M108SHDC ² SHDC ³	Enclosed cab with heating and air conditioning <i>CAB W/ AC AND HEAT²</i> <i>Cab A/C and Heat³</i>	Std	\$6,626.00 ²	\$7,100.00 ³
M9270 ¹ M9270 ² M9270 ³	Air suspension seat cab only <i>UPGRADE TO AIR RIDE SEAT²</i> <i>Air Ride Seat³</i>	\$506.00 ¹	\$504.00 ²	\$490.00 ³

VEHICLE:	M108 with Terrain King Boom Mower			
DEALER:	Coastal Machinery Company	Robinson Equipment Co., Inc.	Robinson Equipment Co., Inc.	Creel Tractor Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$88,375.00	\$88,992.00	\$88,492.00	\$87,888.00

E9299A ¹ E9276B ² E9276 ³	AM/FM stereo with cassette and quartz clock <i>AM/FM STEREO WITH CD PLAYER</i> ² <i>AM/FM Radio w CD</i> ³	\$310.00 ¹	\$439.00 ²	\$425.00 ³
M7661 ¹ M7661 ² M7661 ³	Rear washer/wiper, rotating beacon <i>COMPLETE REAR WIDOW WASHER KIT</i> ² <i>Rear Window Wiper Kit</i> ³	\$383.00 ¹	\$232.00 ²	\$225.00 ³
	4-wheel drive	Std	Std	Incl.
	Oscillating hydraulic assist front axle	NA	NA	NA
	CVT transmission with constant velocity	NA	NA	NA
3-SPOOL VALVE ²	3 spool valve and selector <i>KIT INCLUDES 2-M7605 FLOAT VALVES AND 2-LEVER KITS</i> ²	NA	\$1,505.00 ²	NA
	Additional fuel tank	NA	NA	NA
	Telescopic mirrors	NA	NA	NA
	Treleborg 22 ply tires or equivalent	NA	NA	NA
	High capacity air cleaner	NA	NA	NA
	25' boom mower with rotary 5' cutting head	NA	NA	NA
	25' boom mower with rotary 5' flail cutting head	NA	NA	NA
	Additional required wheel weights for boom mower	Std	NA	Std
HEAD SWIVEL ² Swivel ³	Headmount, 15 degree offset <i>HEAD SWIVEL MOUNT</i> ² <i>Swivel Mount</i> ³	NA	\$1,998.00 ²	\$1,800.00 ³
M9278 ² 34802986190 ³	Electronic 3 point hitch control Optional equipment - specify <i>HEAVY DUTY TANK GUARD</i> ² <i>5' Rotary Head, Hyd Door, Blade Bar and Swivel</i> ³	NA NA	NA \$279.00 ²	NA \$14,300.00 ³
34802986252 ² 34802986203 ³	Optional equipment - specify <i>HD 4FT. FLAIL W/ 32oz GRASS KNIVES</i> ² <i>5' Rotary Head, Hyd Door, Blade Bar No Swivel</i> ³	NA	\$14,158.00 ²	\$12,400.00 ³
34802986253 ² 34802986251 ³	Optional equipment - specify <i>HD 4FT. FLAIL W/ HYD DOOR</i> ² <i>4' Heavy Duty Flail w/Hyd Door, and Swivel</i> ³	NA	\$11,298.00 ²	\$14,200.00 ³
34802986251 ² 34802986253 ³	Optional equipment - specify <i>HD 4FT. FLAIL W/ SWIVEL HEAD AND HYD. DOOR</i> ² <i>4' Heavy Duty Flail w/Hyd Door, and No Swivel</i> ³	NA	\$13,224.00 ²	\$12,400.00 ³
34802986190 ² 34802986252 ³	Optional equipment - specify <i>5FT ROTARY HEAD W/ BLADE BAR, HYD. DOOR AND SWIVEL</i> ² <i>4' Heavy Duty Flail w/Hyd Door, and Swivel</i> ³	NA	\$13,224.00 ²	\$15,400.00 ³
34802986235 ² 34802986235 ³	Optional equipment - specify <i>4-BLADES SAW HEAD</i> ² <i>Saw Head 4 Blade No Swivel</i> ³	NA	\$14,039.00 ²	\$15,200.00 ³

VEHICLE:	M108 with Terrain King Boom Mower			
DEALER:	Coastal Machinery Company	Robinson Equipment Co., Inc.	Robinson Equipment Co., Inc.	Creel Tractor Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$88,375.00	\$88,992.00	\$88,492.00	\$87,888.00

300029488458 ² 33002989326 ³	Optional equipment - specify <i>HIGH WEAR KIT FOR ROTARY HEADS</i> ² <i>Quick Hitch Kit</i> ³	NA	\$939.00 ²	\$3,900.00 ³
M9669A ³	Optional equipment - specify <i>Float Detent Rear Remote Valve (must order lever kit)</i> ³	NA	NA	\$680.00 ³
M7658 ³	Optional equipment - specify <i>2nd Position Lever Kit</i> ³	NA	NA	\$134.00 ³
M7659 ³	Optional equipment - specify <i>3rd Position Lever Kit</i> ³	NA	NA	\$134.00 ³
M9278 ³	Optional equipment - specify <i>Heavy Duty Fuel Tank Guard</i> ³	NA	NA	\$270.00 ³
30000889809 ³	Optional equipment - specify <i>Additional 12 month warranty on the Boom for a total of 24 months</i> ³	NA	NA	\$3,373.00 ³
	Optional equipment - specify	NA	NA	NA
	Optional equipment - specify	NA	NA	NA
	Optional equipment - specify	NA	NA	NA
	Temporary tag	NA	NA	NA
	Transfer existing registration (must provide tag number)	NA	NA	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA	NA	NA
	Maintenance Plan - specify	NA	NA	NA
	Maintenance Plan - specify	NA	NA	NA
30000889808 ²	Extended warranty – 3rd year <i>ADDS AN ADDITIONAL 12 MONTHS TO BOOM MOWER FOR A TOTAL OF 24 MONTHS</i> ²	NA	\$3,373.00 ²	NA
	Extended warranty – 3rd & 4th years	NA	NA	NA
10% Discount ¹ 10% Discount ² 10% Discount ³	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	¹	Incl. ²	Incl. ³



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6515

County Administrator's Report 15. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Board of County Commissioners Expense Allowance

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing Members of the Board to Receive a Monthly Expense Allowance for Local Travel While Attending to County Business - Jack R. Brown, County Administrator

That the Board adopt the Resolution authorizing members of the Board of County Commissioners to receive a monthly expense allowance for local travel while attending to the business of the County, which provides the following:

A. Each member of the Board shall receive an expense allowance of \$200 per month in lieu of a per diem and travel expenses for Class "C" travel pursuant to Section 112.061, Florida Statutes, while attending to the business of the County; and

B. The Chair of the Board of County Commissioners may receive an additional allowance of up to \$50 per month for travel and other expenses related to the performance of his or her duties while attending to the business of the County.

[Funding: Fund 001, General Fund, Cost Center 110101, Object Code 51501, Total amount per year-\$12,600]

BACKGROUND:

In 1974, an act related to Escambia County, Amending §1, Chapter 73-457, Laws of Florida; provides for the payment of an expense allowance to members of the Board of County Commissioners and to members of the School Board in lieu of per diem and travel expenses for Class "C" travel pursuant to Section 112.061, Florida Statutes. The \$200 per month was paid to Board members from 1974 until September 3, 2009, when the Commissioners voted to eliminate the travel allowance with Resolution Number 2009-180.

BUDGETARY IMPACT:

The \$200 per month fixed travel expense amounts to \$12,000 per year, and the \$50 allowance to the Chairman amounts to \$600 per year for a total of \$12,600, which is budgeted under Cost Center 110101, Object Code 51501.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the attached Resolution for the Board's approval.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will work closely with the Board to submit the necessary paperwork for the Clerk's Office to process the payments.

Attachments

Resolution

RESOLUTION NUMBER R2014- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING MEMBERS OF THE BOARD TO RECEIVE A MONTHLY EXPENSE ALLOWANCE FOR LOCAL TRAVEL WHILE ATTENDING TO THE BUSINESS OF THE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 73-457 and Chapter 74-478, Laws of Florida, provide that each member of the Board of County Commissioners may receive an expense allowance in lieu of per diem and traveling expenses for Class C travel pursuant to Section 112.061, Florida Statutes, while attending to the business of the County, not to exceed the amount of Two Hundred Dollars (\$200) per month; and

WHEREAS, Section 145.121(2), Florida Statutes, provides that the Chair of the Board of County Commissioners may receive an additional allowance of up to Fifty Dollars (\$50) per month for travel and other expenses related to the performance of his or her duties while attending to the business of the County;

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

Section 1. The Board of County Commissioners finds that the above recitals are true and correct and incorporates them herein by reference.

Section 2. Each member of the Board of County Commissioners shall receive an expense allowance in lieu of per diem and traveling expenses for Class C travel pursuant to Section 112.061, Florida Statutes, while attending to the business of the County, which shall be paid from the general fund of the County in the amount of Two Hundred Dollars (\$200) per month.

Section 3. The Chair of the Board of County Commissioners shall receive an additional expense allowance of Fifty Dollars (\$50) per month for travel and other expenses related to the performance of his or her duties.

Section 4. The foregoing expense allowances shall be paid retroactive to the beginning of the current fiscal year, October 1, 2013, and continue for each month thereafter until terminated by resolution of the Board of County Commissioners.

Section 5. This resolution shall take effect upon its adoption.

ADOPTED this ___ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Lumon J. May, Chairman

BY: _____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: Robert A. County Attorney
Date: July 18, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6516

County Administrator's Report 15. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/24/2014

Issue: Amendment to Agreement for Consulting Services - Erin L. Deady, P.A.

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Agreement for Consulting Services - Erin L. Deady, P.A. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign, the Amendment to the Agreement for Consulting Services between Escambia County and Erin L. Deady, P.A., with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and such other issues that may be identified by the County.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

On January 2, 2014, the Board approved a six-month agreement for Consulting Services with Erin L. Deady, P.A., to provide Consulting Services with regard to any matter related to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and any other issues that may be identified by the County. This six-month agreement ended on June 30, 2014. As part of the original agreement, the Board may extend Ms. Deady's contract for a term of six-months in the amount up to \$3,000 per month depending on the scope of work that Ms. Deady has been tasked with.

BUDGETARY IMPACT:

The funding will come from the Board's Non-Departmental Account, Fund 001, Cost Center 110201, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Attorney's Office is preparing the Agreement For Consulting Services between Escambia County and Erin L. Deady, P.A., for the Board's approvals.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will issue a Purchase Order, upon approval by the Board of County Commissioners.

Attachments

Amendment of Agreement for Consulting Services

AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES

THIS AMENDMENT is made and entered into this ___ day of July, 2014, by and 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 Erin L. Deady, P.A. (hereinafter referred to as "Consultant"), authorized to conduct business in the State of Florida, whose principal address is 1111 Hypoluxo Road, Suite 207, Lantana, Florida 33462.

WITNESSETH:

WHEREAS, on January 2, 2014, the County entered into an agreement for consulting services with Erin L. Deady, P.A.; and

WHEREAS, the Parties have mutually agreed to extend the initial term of the agreement and revise certain terms of the scope of services; and

WHEREAS, 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 should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That, in accordance with paragraph 2 of the agreement, the initial term of the agreement is extended for an additional six months to commence on August 1, 2014 through January 31, 2015.
3. That Exhibit "A" Scope of Services is replaced with the attached revised exhibit.
4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
5. That the effective date of this Amendment shall be on the date last executed by the Parties.
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 Amendment to the 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 Commissioners

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Jack R. Brown, County Administrator

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency:
By/Title: [Signature]
Date: 7/16/14

CONSULTANT:

ERIN L. DEADY, P.A.

Witness

By: _____
Its: _____

Witness

Date: _____

Exhibit A

Scope of Services

As directed by the County:

- Research and draft comments, position papers and statements and provide support regarding the U.S. Department of Treasury Regulations for Gulf Restoration.
- Support Federal and State team on Gulf restoration related plan development, policies, issues, rules or regulations as directed.
- Support legal staff and environmental staff on the process, and funds distribution for Gulf project implementation including but not limited to National Fish and Wildlife Foundation, Natural Resource Damage Assessment and other funding sources.
- Assist with strategy for Escambia County Gulf-related plans and projects, including but not limited to, the Escambia County Multi-Year Implementation Plan and process for its development, review, modification and adoption.
- Draft comments, provide strategy recommendations and research issues related to the Natural Resource Damage Assessment process including projects and plans for Early Restoration and NRDA Programmatic Environmental Impact Statement.
- Provide support for the County in its participation with Gulf Consortium.
- Review or prepare materials and briefings to the County's RESTORE Advisory Committee on procedural Gulf restoration issues.
- Attend as requested RESTORE meetings including Florida Gulf Consortium meetings, any Gulf Restoration Council meetings/hearings or any other agency meetings/hearings where Gulf restoration procedures are discussed.
- Regularly report on progress, provide updates to County Attorney and other staff as requested, provide presentations and materials to County as requested and coordinate messaging and strategy development through designated staff.
- Travel to Escambia County, when necessary, to meet with the Board and County staff for the development review, and implementation of Deepwater Horizon Oil Spill restoration related issues. Travel will be reimbursed in accordance with Florida Statutes (2010) 112.061.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6498

County Administrator's Report 15. 1.

BCC Regular Meeting

Discussion

Meeting Date: 07/24/2014

Issue: Resolution approving plan of finance for Single Family Mortgage Revenue Bonds of the Escambia County Housing Finance Authority

From: Richard Lott, Of Counsel

Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adoption of a Resolution Approving a Plan of Finance for Low Interest Loans to First-Time Home Buyers and Authorizing the Escambia County Housing Finance Authority to Issue Single Family Mortgage Revenue Bonds (Multi-County Program) – Karyn Norton, Executive Director, Bryant Miller Olive P.A.

That the Board adopt a Resolution which approves a plan of finance (the "Plan of Finance") for low-interest loans to first-time home buyers and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue from time to time and in one or more series Single Family Mortgage Revenue Bonds (Multi-County Program), including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$150,000,000 (collectively, the "Bonds") and to operate the TBA Program as more fully described in the Resolution.

BACKGROUND:

Since the creation of the Authority by the Board in 1980, the Authority has operated a number of programs to take advantage of federal tax programs that provide low-interest financing for housing. The proposed program described in the Resolution provides affordable mortgage financing for first time homebuyers of low, moderate and median incomes in Escambia County (the "County") and other participating counties in Florida (the "Program"). The Program offers below market interest rates or other optional interest rates which assist the homebuyer with down payments or closing costs. The Authority has heretofore approved a single family loan program (the "TBA Program") under which mortgage loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, directly by the Authority and/or a warehousing arrangement, pending the sale thereof by the Authority into the TBA Market, or in conjunction with or following the issuance of a series of Bonds, the purchase thereof by the trustee under a trust indenture for such series of Bonds. On July 7, 2014, the Authority conducted a TEFRA hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, to take public comment on the Plan of Finance for the Program, including its intention to issue and sell the Bonds from time

to time in an aggregate principal amount not to exceed \$150,000,000, including temporary bond anticipation notes in connection therewith. Adoption of the Resolution is the only action required by the Board. The Bonds will be issued by the Authority. Bonds issued pursuant to the plan of finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, the Authority, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Program or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of Bryant Miller Olive P.A., also serves as bond counsel to the Authority, and the County's disclosure counsel, Mark T. Mustian of Nabors, Giblin & Nickerson, P.A., also serves as disclosure counsel to the Authority. Mr. Lott has reviewed the Resolution and will also review the documents for each transaction issued under the Plan of Finance on behalf of the Authority and the County to insure that neither the Authority nor the County has any liability or obligation under the Bonds. Mr. Mustian will review the documents on behalf of the Authority and the County to insure federal and state law disclosure requirements are satisfied to assure that the County's interests are protected and liability minimized.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Program provides first-time homebuyers with housing at affordable rates, thus encouraging home ownership. The Program further serves a public purpose by advancing economic prosperity, health and general welfare of the State of Florida, the County and its people.

IMPLEMENTATION/COORDINATION:

N.A.

Attachments

Resolution

Report of Hearing Officer

RESOLUTION R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR A SINGLE FAMILY MORTGAGE LOAN FINANCING PROGRAM BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING AN AGGREGATE \$150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS (MULTI-COUNTY PROGRAM) BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSES OF SUCH PROGRAM; APPROVING THE ISSUANCE OF BOND ANTICIPATION NOTES; APPROVING THE OPERATION OF THE TBA PROGRAM; GRANTING OTHER APPROVALS REQUIRED BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO INTERLOCAL AGREEMENTS WITH OTHER GOVERNMENTAL UNITS OF THE STATE OF FLORIDA FOR PURPOSES OF THE PROGRAM; APPROVING THE FORM OF THE INTERLOCAL AGREEMENT; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD BY THE AUTHORITY IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; APPROVING THE REPORT OF THE AUTHORITY IN CONNECTION WITH SUCH PUBLIC HEARING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes (the "Act"), the Board of County Commissioners (the "Board") of Escambia County, Florida (the "County"), by Ordinance No. 80-12 enacted on May 1, 1980, found a shortage of affordable housing and capital for investment therein and declared a need for establishment of the Escambia County Housing Finance Authority (the "Authority"); and

WHEREAS, on May 29, 1980, the Board enacted Ordinance No. 80-12 and on March 20, 2003, the Board enacted Ordinance No. 2003-8 (collectively, the "Ordinance") creating the Authority and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, the Authority has previously issued bonds to alleviate the shortage of single family housing and capital for investments in such single family housing, and such bonds have only provided partial relief; and

WHEREAS, pursuant to the provisions of the Act, on June 10, 2014, the Authority adopted its Resolution No. 2014-06 (the “Enabling Resolution”) (i) establishing a mortgage loan purchase program (the “Loan Program”) with lending institutions to fund the purchases (or, to the extent permitted by applicable law and the Internal Revenue Code of 1986, as amended (the “Code”), refinancing) of mortgage loans (the “Mortgage Loans”) for moderate, middle or lesser income families for the construction, purchase, rehabilitation or, to the extent permitted by applicable law and the Code, refinancing of single family housing, all as defined in the Act, to the end that the Authority may be able to promote the public health, safety, morals, and welfare of the State of Florida and its inhabitants, and (ii) authorizing the issuance by the Authority from time to time in one or more series of its Single Family Mortgage Revenue Bonds (Multi-County Program), as taxable and/or tax-exempt bonds, in an aggregate principal amount not exceeding \$150,000,000 (the “Bonds”) pursuant to the terms of applicable Series Supplemental Trust Indentures (a “Series Supplement”) to be entered into with respect to each issue of Bonds, supplementing a Master Trust Indenture between the Issuer and a bank or trust company to be named by subsequent resolution (together with the Series Supplements, the “Trust Indenture”) to fund the Loan Program and to finance (or, to the extent permitted by law and the Code, refinance) the cost of such qualifying housing developments and related facilities; and

WHEREAS, the Authority may enter into interlocal agreements with other governmental units of the State of Florida (the “Participating Counties”), which interlocal agreements shall be in conformity with the requirements of Chapter 163, Part I, Florida Statutes, as amended, in order to cooperate and achieve economies of scale in the issuance of the Bonds and to expand, if necessary, the area of operation of the Authority to include additional areas as authorized by Chapter 159, Part IV, Florida Statutes, as amended; and

WHEREAS, the Authority has determined that it may be necessary and desirable to issue refunding bonds as an additional portion of the Bonds and/or as a separate series of Bonds for the purpose of refinancing portions of outstanding bonds issued by the Authority or Participating Counties (the “Refunded Bonds”); and

WHEREAS, the refunding of the Refunded Bonds (the “Refunding Program”) will enable the Authority to provide Mortgage Loans to finance (or, to the extent permitted by law and the Code, refinance) Single Family Residences (the “Refunding Loan Program” and together with the Loan Program, the “Program”) at favorable mortgage rates and/or upon favorable terms (including without limitation, supplemental mortgages, down payment assistance and reduced points), thereby effecting the public purposes for which the Authority was created and established; and

WHEREAS, in order to improve the administrative efficiency of the Program and to avoid a proliferation of small bond issues, the Authority may issue short-term notes or other evidences of indebtedness (“Bond Anticipation Notes”) from time to time to acquire funds and redeem Refunded Bonds whenever otherwise required to be redeemed from proceeds of, or Mortgage Loan repayments funded from, the Refunded Bonds; and

WHEREAS, such Bond Anticipation Notes will be issued to temporarily repay the Refunded Bonds or to provide new funds based upon available private activity bond allocation, until such time as a series of the Bonds authorized herein can be issued to provide long-term financing for the Program; and

WHEREAS, the Authority has heretofore approved a Loan Program (the “TBA Program”) pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, directly by the Authority and/or a warehousing arrangement; pending the sale thereof by the Authority into the TBA market, or in conjunction with or following the issuance of a series of Bonds, the purchase thereof by the trustee pursuant to the Trust Indenture; and

WHEREAS, Section 147 of the Internal Revenue Code of 1986, as amended (the “Code”), requires public approval of a plan of finance for the issuance of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to Section 103 of the Code a public hearing was scheduled for July 7, 2014, at 10:00 a.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the “Report”); and

WHEREAS, the Board desires to approve the plan of finance for the Program, the Bonds and Bond Anticipation Notes and the issuance and sale thereof, pursuant to the Ordinance and, to the extent applicable, Section 147 of the Code, to express its approval of the action taken by the Authority and its officials pursuant to the Enabling Resolution, and to grant all other approvals required by the Ordinance in connection with the issuance and sale of the Bonds and the Bond Anticipation Notes;

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

Section 1. Interlocal Agreement Approved. The Interlocal Agreement, in substantially the form attached hereto as Exhibit “A”, and made a part hereof, between the Authority and the Participating Counties is hereby approved. The officers of the Authority are,

upon due authorization and approval by that body, hereby authorized to develop and implement the Program and enter into Interlocal Agreements on behalf of the Authority with any Participating County desiring to have the Authority issue Bonds to finance single family mortgages on its behalf within its jurisdiction.

Section 2. Public Hearing Notice Approved. The Board hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the Pensacola News Journal, a newspaper of general circulation in the jurisdiction of the Board on June 21, 2014, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record.

Section 3. Plan of Finance, Bonds, Notes, TBA Program and Other Contracts and Actions Approved.

(A) After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Program and the plan of finance therefor. The issuance by the Authority from time to time of not exceeding \$150,000,000 of its Single Family Mortgage Revenue Bonds in accordance with Section 146(f) of the Code and for the purposes herein described is hereby approved. The Authority may establish such series designations and other identifying characteristics of each series of the Bonds as it may deem appropriate to distinguish each series of Bonds.

(B) Each such series shall be issued upon such terms, and be secured by such sources, as the Authority shall determine; provided that the Authority shall notify the County Administrator in writing of the designation and amount of each such series, prior to the issuance thereof, to the extent, if any, required by Ordinance No. 80-12, Ordinance No. 97-43 or Ordinance No. 2003-8, each as amended and supplemented.

(C) The Board further approves the issuance by the Authority from time to time of Bond Anticipation Notes (which may take the form of a promissory note, line of credit, revolving loan, term loan or any other instrument conforming to Section 215.431, Florida Statutes), provided that the aggregate authorization amount hereunder which may have been allocated by the Authority to such Bond Anticipation Notes shall be reinstated to apply to Bonds issued to repay such Bond Anticipation Notes.

(D) The Board further approves the operation of the TBA Program to provide for the interim purchase by the Authority of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program; directly by the Authority and/or a warehousing arrangement, pending the sale thereof by the Authority into the TBA Market, or in conjunction with or following the issuance of a series of Bonds, the purchase thereof by the trustee pursuant to the Trust Indenture.

(E) It is the intent hereof that the Board's approval of the Bonds, the Bond Anticipation Notes and the operation of the TBA Program also grants all approvals as may be required by the Ordinance of such instruments, contracts or other documents, and such other actions to be taken as may be necessary or convenient to the Authority in connection with the

issuance and sale of the Bonds and the Bond Anticipation Notes and any obligations issued to refund or refinance such Bonds or Bond Anticipation Notes and in connection with the operation of the TBA Program.

Section 4. Repealing Clause. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed. This resolution and the authorizations contained herein shall be in addition to and not in derogation of (i) Resolution No. R98-52 adopted by the Board on March 24, 1998, (ii) Resolution No. R2000-101 adopted by the Board on June 14, 2000, (iii) Resolution No. 2003-68 adopted by the Board on June 5, 2003, (iii) Resolution No. R2006-107 adopted by the Board on May 4, 2006, (iv) Resolution No. R2009-29 adopted by the Board on February 19, 2009, (v) Resolution No. R2010-212 adopted by the Board on November 18, 2010, (vi) Resolution No. R2011-67 adopted by the Board on April 21, 2011, and (vii) Resolution No. R2013-69 adopted by the Board on June 20, 2013, respectively, approving bonds and interlocal agreements for the Authority. Nothing herein shall be deemed to repeal or impair or reduce the authorizations contained in such Resolutions.

{REST OF PAGE INTENTIONALLY LEFT BLANK}

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption this 24th day of July, 2014.

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

(SEAL)

By: _____
Chairman **Lumon J. May**

ATTEST:

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

Deputy Clerk

Approved as to form and legality:

By: 

County Attorney

Exhibit A

**FORM OF
INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the “Escambia Authority”), and _____ **COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “Participating County”);

WITNESSETH:

WHEREAS, Part IV of Chapter 159, Florida Statutes (the “Act”), authorizes the creation of housing finance authorities within the State of Florida (the “State”) for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia Authority by Resolution No. 2014-06 duly adopted on June 10, 2014 (the “Enabling Resolution”), as amended and supplemented, authorized a plan of finance (the “Plan”), as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended (the “Code”) for the (i) operation of a TBA Program (herein defined) and (ii) the issuance from time to time in one or more series of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, (Multi-County Program) (the “Bonds” or the “Escambia Bonds”), pursuant to the terms of applicable Series Supplemental Trust Indentures (a “Series Supplement”) to be entered into with respect to each issue of Bonds, supplementing a Master Trust Indenture between the Issuer and a bank or trust company named therein (together with the Series Supplements, the “Trust Indenture”) (collectively, the “Program”); and

WHEREAS, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designation as shall be appropriate in an aggregate principal amount not exceeding \$150,000,000 (which may also include Bonds, if any, for which a carry-forward allocation has been obtained pursuant to Section 146(f) of the Code), exclusive of any amounts required for refunding purposes; and

WHEREAS, pursuant to Sections 143 and 146 of the Code, the amount of new mortgage revenue bonds which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

WHEREAS, the limitations upon available portions of the private activity volume cap prevents the separate issuance of qualified mortgage revenue bonds for each county from being feasibly and economically accomplished; and

WHEREAS, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for single family mortgages (“Mortgage Loans”) of both Escambia County and the Participating County, as well as certain other counties which may also participate in joint bond programs; and

WHEREAS, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the “Allocation Amounts”) granted by the State from [DATE] through December 31, [YEAR] (the “Authorization Period”) for the purpose of issuing qualified mortgage revenue bonds or for the purpose of using other funds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

WHEREAS, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to mortgagors; and

WHEREAS, Sections 159.603 and 159.604, Florida Statutes, authorizes the Participating County to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on _____, 20__ (the “County Resolution”); and

WHEREAS, because the restrictions attendant to qualified mortgage revenue bonds under the Code limit the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

WHEREAS, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the “TBA Program”) pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as of July 1, 2012, as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Authority authorized the interim purchase of Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, directly by the Authority and/or a warehousing arrangement, pending the sale thereof by the Authority into the TBA Market, or in conjunction with or following the issuance of a series of Bonds, the purchase thereof by the trustee under the Trust Indenture; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring upon the Escambia Authority the power to exercise or contract by agreement with the Escambia Authority those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority’s area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of

continual operation of the TBA Program and for the purpose of issuing mortgage revenue bonds in one or more series from time to time, as qualified mortgage revenue bonds based on the Allocation Amounts, as taxable mortgage revenue bonds or from other available monies which require no bond volume allocation, to (i) make available funds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family housing developments located within the Participating County in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

NOW THEREFORE, the parties agree as follows:

Section 1. Allocation Amount; Substitution of Bonds The Participating County hereby authorizes the Escambia Authority to issue, reissue, remarket or refund Single Family Mortgage Revenue Bonds in multiple series from time to time based on the available Allocation Amounts through the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from available monies or taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for single family housing developments in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued, re-issued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Participating County's bonds that could have been issued for such purpose. The Participating County hereby authorizes the Escambia Authority to utilize the Participating County's Allocation Amounts on behalf of the Participating County as part of its Plan for the purpose of financing the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Participating County during the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding or refinancing of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Participating County.

Section 2. Administration The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Participating County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Participating County with such reports as may be necessary to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, re-issue, deliver, refund or remarket its Escambia Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for single family housing developments in the

Participating County and to take such other action as may be necessary or convenient to accomplish such purpose, including operation of the TBA Program. Each Participating County may apply for the full Allocation Amount available for such County. It is agreed that the Allocation Amounts for the Escambia Bonds in the Participating County and other Participating Counties under Section 159.804, Florida Statutes, shall be allocated on a first-come, first served basis among the Participating County and such other Participating Counties upon lender demand each year in which Allocation Amounts are obtained.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program or other sources available to the Escambia Authority.

Section 3. Program Parameters; Fees and Expenses

(A) Upon request of the Escambia Authority, the Participating County shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Participating County, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code or the Act without further action of the Participating County.

(B) The fees and expenses of the Participating County shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Participating County and the Escambia Authority at or prior to issuance of the Escambia Bonds.

Section 4. Term This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Participating County during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds or any proceeds from the operation of the TBA Program) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to (a) the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into, and (b) the authorization to operate the TBA Program. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds and the operation of the TBA Program.

Section 5. Indemnity To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or its respective members, officials, employees and agents for payment of the Escambia Bonds and interest or premium thereon.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

**ESCAMBIA COUNTY HOUSING
FINANCE AUTHORITY**

(SEAL)

ATTEST:

By: _____
Its: Chairman

By: _____
Its: Secretary

_____ **COUNTY, FLORIDA**

(SEAL)

ATTEST:

By: _____
Its: Chairman

By: _____
Its: Clerk

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority, a body corporate and politic organized and existing under the provisions of the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes; Ordinance No. 80-12 duly enacted on May 29, 1980, and Ordinance No. 2003-8 duly enacted on March 20, 2003, each by the Board of County Commissioners of Escambia County, Florida, and other applicable provisions of law, with respect to a public hearing for the issuance and sale from time to time of not exceeding \$150,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds") by the Authority for the purpose of financing the single family mortgage program (the "Program") described in the Notice (herein defined).

The public hearing was duly advertised in a newspaper of general circulation in Escambia County, Florida. The proof of publication is attached hereto as **Exhibit "A"** (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance described in the Notice and the contemplated issuance and sale from time to time of the Bonds by the Authority for the purpose of financing the Program. A true and correct transcript of the public hearing is attached hereto as **Exhibit "B."**

No person presenting views at the public hearing opposed the issuance of the Bonds. No written communications were received.

Respectfully submitted,



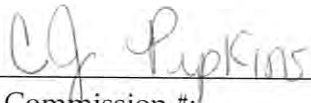
Karyn Norton, Executive Director
Escambia County Housing Finance
Authority

STATE OF FLORIDA

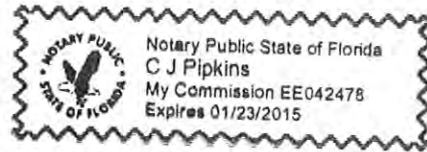
COUNTY OF ESCAMBIA

I, CJ Pipkins, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Karyn Norton, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 7th day of July, 2014.



My Commission #:
My Commission Expires:



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:

Notice of Public Hearing

Was published in said newspaper in the issue(s) of:

June 21, 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 **23rd Day of June, 2014**, by Virginia Hollingsworth, who is personally known to me.

Virginia Hollingsworth Affiant

Laniann Suchcicki Notary Public

LANIANN SUCHCICKI
Notary Public - State of Florida
Comm. Expires June 9, 2018
Comm. No. FF 130809

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that a public hearing with respect to a plan of finance for a single-family mortgage program of the Escambia County Housing Finance Authority (the "Authority") and the contemplated issuance and sale from time to time in one or more series of not to exceed \$150,000,000 aggregate total amount of Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) by the Authority, is scheduled for 10:00 a.m. on Monday, July 7, 2014, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502.

The net proceeds of such Bonds will be used to finance, and provide capital for investment to fund the purchase of, mortgage loans to qualified home buyers of low, moderate or middle income for the construction, purchase or rehabilitation of owner-occupied single family housing located within participating Florida counties, including Escambia County, Florida, and to refinance portions of bonds previously issued to provide funds for such purposes. The program is supplemental of and in addition to programs for such purposes which have been previously approved by the Escambia County Board of County Commissioners.

The bonds will not constitute a debt of the State of Florida, Escambia County, or any participating counties or Housing Finance Authorities, but will be payable solely from the revenue generated from the mortgage program or other programs of the Escambia County Housing Finance Authority.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to issue said bonds. Written comments will also be considered if received prior to the hearing and addressed and mailed to: Authority Chairman, 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. Should any person decide to appeal any decision made by the Authority or the elected representative responsible for approving the issuance of the Bonds with respect to the approval of the issuance of the Bonds, he or she will need a recording of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which records includes the testimony and evidence upon which the appeal is based.

All interested parties are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Lamar B. Cobb, Chairman
Escambia County Housing Finance Authority

Legal No. 1625946 1T June 21, 2014

**EXHIBIT "B" TO REPORT OF HEARING OFFICER
TRANSCRIPT**

**ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
\$150,000,000 SINGLE FAMILY MORTGAGE REVENUE
BONDS (MULTI-COUNTY PROGRAM)**

PUBLIC HEARING

July 7, 2014

10:00 a.m.

KARYN NORTON: Ok, we will call the public hearing (TEFRA) Hearing for the 2014 Plan of Finance to order. For the record, I guess we can just do a quick roll call before we get started. I'm Karyn Norton, Executive Director of the Housing Finance Authority and I will be the hearing officer on behalf of the Authority.

PAULA DRUMMOND: Paula Drummond, Counsel to the Authority.

FRAN JONES: Fran Jones, Accountant.

CJ PIPKINS: CJ Pipkins, Housing Program Director.

STEVE JERNIGAN: Steve Jernigan, Board Member.

DONNA HAAG: Donna Haag, Executive Assistant.

KARYN NORTON: The notice of the public hearing was published in the *Pensacola News Journal* on June 21, 2014.

KARYN NORTON: I am Karyn Norton, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Monday, July 7, 2014 at 10:00 a.m. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds to fund the purchase of mortgage loans to qualified home buyers of low, moderate and middle incomes, all as will be more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Single Family Mortgage Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority. The Authority will be the issuer of the Bonds. Ms. Pipkins, would you state the date of publication for the Notice of the Public Hearing?

CJ PIPKINS: Yes, the Notice of the Public Hearing was published in the *Pensacola News Journal*

on June 21, 2014.

KARYN NORTON: Thank you very much. Having received the proof of publication of the Notice of Public Hearing, I hereby enter it into the record and waive the reading of the notice. Ms. Pipkins, where will the proceeds of these Bonds be used?

CJ PIPKINS: The proceeds of these Bonds will be used in Escambia County and other participating Florida counties, including, but not limited to, Alachua, Bradford, Gadsden, Indian River, Leon, Marion, Martin, Okaloosa, Santa Rosa, St. Lucie, Wakulla and Walton Counties, provided that the governing boards of such counties adopt a resolution for the purpose of extending the area of operation of the Authority to such counties, for financing the program and to refinance portions of bonds previously issued to provide funds for such purposes.

KARYN NORTON: What is the public purpose of these Bonds?

CJ PIPKINS: The public purpose is to provide financing for safe, decent and affordable housing to qualified homebuyers of low, moderate or middle incomes in Escambia County and in other participating Florida counties.

KARYN NORTON: What is the benefit to the public from the proceeds of these Bonds?

CJ PIPKINS: Funding for mortgage loans at below mortgage market rates will be made available to low, moderate or middle income persons that meet the income, purchase price limitations and other qualifications of the program.

KARYN NORTON: Are there any questions or comments from the public concerning this Bond issue? For the record, note that there is no one from the public in attendance at this hearing. Ms. Pipkins, has the Authority received any oral or written communication concerning this public hearing?

CJ PIPKINS: No, it has not.

KARYN NORTON: Having established a public purpose and use of the Bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 10:07 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6503

County Administrator's Report 15. 2.

BCC Regular Meeting

Discussion

Meeting Date: 07/24/2014

Issue: Request for Funding for the 2014 Snowball Derby

From: Wilson Robertson

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Funding for the 2014 Snowball Derby -
Commissioner Wilson B. Robertson, District 1

That the Board consider the request from the Five Flags Speedway, for \$25,000, to be funded from the 4th Cent Tourist Development Tax, for the 2014 Snowball Derby, to be held December 3-7, 2014, at Five Flags Speedway, and approve a Purchase Order for this purpose.

BACKGROUND:

Five Flags Speedway is requesting \$25,000 from the County that will be used for marketing the Snowball Derby.

BUDGETARY IMPACT:

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Should the Board vote to fund all or part of this request, staff will issue a Purchase Order for this event to Five Flags Speedway.

Attachments

Letter



**7451 Pine Forest Rd.
Pensacola, FL 32526**

June 23, 2014

Honorable Wilson Robertson
Escambia County Commission
221 South Palafox Place
Pensacola, FL 32501

RE: Request for funding of advertising/promotion of 2014 Snowball Derby©

Dear Wilson:

The Snowball Derby continues to be one of the big tourism magnets for Pensacola during the shoulder season. We will hold the 47th Snowball Derby December 3-7, 2014.

Last year the Pensacola Tourism group contracted with an Atlanta firm to determine the impact to the economy, bed tax, restaurants and hotels in the area.

Attached is the summary of the findings of Majority Opinion Research. It shows 40% of the attendees spent one or more nights in a motel, spending over \$1,100 during their stay, and generated over 3,300 room nights in hotels.

We are planning our marketing strategy to bring in more fans for 2014, and request funding for these efforts in the amount of \$25,000.

Attached also is a working copy of the interior of the brochure we will print in July for distribution out of market. The outside panel is still in the design stage. Note the reference to Visit Pensacola and other points of local interest for visitors.

Please contact me if you have any questions, or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Bryant', is written over a white background.

Tim Bryant, General Manager
Five Flags Speedway

MAJORITY OPINION RESEARCH

Event & Festival Survey 2013 Snowball Derby

Conducted for



December 2013

60-Second Summary

- The 2013 Snowball Derby attracted an estimated 12,000 attendees during its 4-day run of December 5 – 8, 2013, with emphasis on the Saturday and Sunday races.
- 54% of the event attendees were visitors to Pensacola/Perdido Key of whom 100% were aware of the event before visiting and 96% (52% of total attendees) came to Pensacola/Perdido Key specifically for the event. Past attendance was the main source of event awareness, followed by word of mouth from family and friends.
- With nearly eight out of ten attendees age 35 or older, the average attendee was 46 years of age with a household income of \$70,849.
- 40% of attendees spent the night in Pensacola/Perdido Key in paid accommodations and stayed an average of 2.1 nights. Factoring in that 96% of visitors at the event specifically came to Pensacola/Perdido Key for the event, it is estimated that the 2013 Snowball Derby generated 3,337 room nights.
- On average, visiting parties to Pensacola attending the 2013 Snowball Derby spent \$1,141.78 during their stay and resident parties spent an average of \$217.88 in the course of attending the event.
- All together it is estimated that 2013 Snowball Derby attendees contributed \$2,965,363 to the local economy. Factoring in that 96% of visitors at the event specifically came to Pensacola for the event, it is estimated that the event directly aided in \$2,863,334 being spent in the local economy.

America's Biggest Short Track Race Event



VISIT PENSACOLA

Pensacola Beach • Perdido Key



Wednesday Dec 3

Free Admission

9 am Parking of Rigs; 11 am to 5 pm Tech Open

Evening

5-9 pm **Cat Country/WEAR TV3**
Free Green Flag Party

Autographs, Food, Beverages, Live Music
Jack Links Qualifying Order Drawing

Thursday Dec 4

10 am-4 pm Snowball/Snowflake Practice

5-6 pm Bomber & Sportsmen Practice

6:15 Bomber & Sportsmen Quals (top 20)

8 pm Bomber & SP B Main 10 Laps (transfer 4)

Butler U-Pull-It Bomber 30 Green Laps
Beef O'Brady's Sportsmen 50 Green Laps

Friday Dec 5

WXBM 102.7 Pole Night

During Day Practice &
Snowball Derby Time Trials

7:45 pm Pre Race Festivities

8 pm SS & Mods B Mains (if necessary)

Super Stock 50 Green Laps
Modified 50 Green Laps

Saturday Dec 6



Snowball Qualifier 50 laps, (4 transfer)
Snowflake Qualifier 50 laps, (4 transfer)
Pro Truck Feature Race 50 laps
7:30 pm **Allen Turner Snowflake 100**
100 Green Flag Laps Pro Late Models

Sunday Dec 7



2 pm **Snowball Derby 300**

Other Places to Visit While Here:

- Beaches at Pensacola Beach and Perdido Key.
- Gulf Islands National Seashore
- Fort Pickens
- National Museum of Naval Aviation.
- Fort Barrancas
- Pensacola Light House
- TT Wentworth State Museum
- Museum of Art
- Bayfront Stadium
- Historic Downtown

More Info go to www.visitpensacola.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6420

County Administrator's Report 15. 3.

BCC Regular Meeting

Discussion

Meeting Date: 07/24/2014

Issue: State Grant for the Restoration of the Old Escambia County Courthouse Phase IV

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Discussion Concerning the State of Florida Funding of the Grant for the Restoration of Old Escambia County Courthouse Phase IV - David W. Wheeler, CFM, Director, Facilities Management

BACKGROUND:

The Bureau of Historic Preservation, Division of Historical Resources, Department of State, has administered the grants-in-aid program for the restoration and rehabilitation of historic properties. On July 12, 2012, Escambia County submitted a Rollover Grant Attestation and Application for the Restoration of the Old Escambia County Courthouse Phase IV.

On May 12, 2014, the Chairman of the Board of County Commissioners received a letter dated May 6, 2014 from State Senator Don Gaetz informing Escambia County of the Florida Legislature approval of a Historic Preservation Special Category Grant Award in the amount of \$350,000. A dollar-for-dollar local match of \$350,000 is required for this Grant to be awarded.

Due to the recent April 2014 event, the County is diligently working with their insurance carriers, the Federal Emergency Management Agency (FEMA), and the State Emergency Response Team (SERT) in quantifying the actual costs associated with this catastrophic event. With the many uncertainties as of this date and not knowing the actual costs that will be incurred by Escambia County, direction from the Board is requested:

- A. Allocate \$350,000 of local matching dollars as required by this grant application for award, or
- B. Inform the State of our intention to decline the State funded \$350,000 grant award.

History of this grant application:

The Grant was requested for the restoration of the Old Escambia County Courthouse to restore the building to the post 1900 appearance. The request included the selective demolition of the non-historic addition to the west elevation; restoration of west elevation windows, masonry, second floor courtroom, and basement archway and staircase; restoration of ceilings, finishes and trim; and upgrading the building systems and restrooms.

On May 24, 2007, the Board approved the submission of a Historical Grant Application for the Restoration of Old Escambia County Courthouse Phase IV, for the State's Fiscal Year 2008-2009 submission period. Due to the State not allocating Grant funds, Rollover Applications were subsequently submitted. The Florida Department of State informed the County that no funding was provided for Fiscal Year 2010-2011, and required the County to submit a new Application. On August 19, 2010, the Board approved submitting the new Application to the Florida Department of State for Fiscal Year 2011-2012. On August 4, 2011, the Board authorized a rollover application for the 2012 Special Category Grant. Since no funding was approved by the State for Fiscal Year 2012-2013, the State allowed the County to do a rollover of our Grant Application to Fiscal Year 2013-2014 which was approved by the Board on July 12, 2012. The state rolled over the application to the Fiscal Year 2014-2015 budget, and Escambia County was awarded the Grant.

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

Old Esc Co Courthouse Grant

DAVID WHEELER



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

RECEIVED
MAY 12 2014
DISTRICT 3

SENATOR DON GAETZ
President
1st District

May 6, 2014

The Honorable Lumon May
Commissioner, District 3, Chairman
Escambia County Board of County Commissioners
221 Palafox Place, Ste 400
Pensacola, Florida 32502

Dear Commissioner May,

It's my special pleasure to write you today with very good news.

When the 2014-2015 state budget was adopted this past Friday, Escambia County was funded in the amount of \$350,000 for the restoration completion of the Old Escambia County Courthouse.

I'm very pleased that legislative budget conference committees agreed with my request that this appropriation be included in the final budget approved unanimously by the Senate and overwhelmingly by the House of Representatives. This achievement reflects great credit on you and on the importance of this funding initiative.

As you know, Florida's Constitution provides line item veto authority for the Governor. That means Governor Scott can decide to disapprove your specific appropriation even if he signs the overall state budget. If you believe it appropriate, you may want to contact Governor Scott to share any information which would protect this project from the veto pen.

I'm grateful for the opportunity to work with you to secure this funding from the Legislature. Thank you for the privilege of representing Northwest Florida in the Senate – and please feel free to contact me any time I can help. Your guidance makes me a better senator.

Respectfully,

A handwritten signature in black ink, appearing to read "Don Gaetz".

Senator Don Gaetz

REPLY TO:

- 409 The Capitol, 404 South Monroe Street, Tallahassee, FL 32399-1100 (850) 487-5229
- 4300 Legendary Drive, Suite 230, Destin, FL 32541 (850) 897-5747 FAX: (888) 263-2259
- 212 Senate Office Building, 404 South Monroe Street, Tallahassee, FL 32399-1100 (850) 487-5001
- 5230 West U.S. Highway 98, Administration Building, 2nd Floor, Panama City, FL 32401 (850) 747-5856

Senate's Website: www.flsenate.gov

DON GAETZ
President of the Senate

GARRETT RICHTER
President Pro Tempore

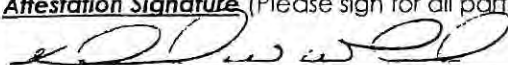
Application number: FSC12_0027
Project Title: Old Escambia County Courthouse

2014 Fiscal Year Rollover Attestation
for
2013 Recommended Special Category Projects

FOR PREVIOUSLY RECOMMENDED PROJECTS ONLY
Small-Matching applicants must use the Online Application Form

Please confirm your participation in the 2014 Special Category Grant Rollover by checking the appropriate box, and signing and returning this sheet with all required documentation as noted below by **July 13, 2012**.

<p>1. <input type="checkbox"/> I wish to withdraw my 2013 Special Category Grant rollover application from the 2014 Special Category Grant rollover process. (Please have the authorized official sign and date this attestation below.)</p>
<p>2. <input checked="" type="checkbox"/> I wish to participate in the 2014 Special Category Grants rollover. I am submitting no changes to my 2013 rollover application and am submitting the following documents to confirm my eligibility in the 2014 rollover process. All of the following are required documentation.</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> This attestation form<input checked="" type="checkbox"/> Completed 2014 Rollover Application (with No Changes checked where appropriate)<input checked="" type="checkbox"/> Updated Applicant Certification Page, with original signature<input checked="" type="checkbox"/> Civil Rights Assurance of Compliance, with original signature<input checked="" type="checkbox"/> Attachment A: Updated Documentation of Confirmed Match<input type="checkbox"/> Other attachments as applicable
<p>3. <input type="checkbox"/> I wish to participate in the 2014 Special Category Grants rollover. I am submitting changes to my previous rollover application and am submitting the following documents to confirm my eligibility in the 2014 rollover process. All of the following are required documentation.</p> <ul style="list-style-type: none"><input type="checkbox"/> This attestation form<input type="checkbox"/> Completed 2014 Rollover Application<input type="checkbox"/> Updated Applicant Certification page, with original signature<input type="checkbox"/> Civil Rights Assurance of Compliance, with original signature<input type="checkbox"/> Attachment A: Updated Documentation of Confirmed Match<input type="checkbox"/> Attachment B: Current labeled and dated photographs of the property or site (for Acquisition & Development projects)<input type="checkbox"/> Other attachments as applicable

<u>Attestation Signature</u> (Please sign for all participation choices.)	
	<u>6/19/12</u>
Signature of Designated Project Contact	Date
<u>David W. Wheeler, CFM, Director</u> Designated Project Contact (Printed Name and Title)	

Please return this signed form with all required documentation by **July 13, 2012** to:
Historic Preservation Grants Program, Bureau of Historic Preservation
Florida Department of State 500 South Bronough Street Tallahassee, Florida 32399-0250
850.245.6333 800.847.7278 BHPgrants@flheritage.com

**SPECIAL CATEGORY
HISTORIC PRESERVATION GRANTS
Special Category Grant Program 2014 Rollover Application (2nd Rollover)**

FOR PREVIOUSLY RECOMMENDED PROJECTS ONLY
Small-Matching applicants must use the Online Application Form.

Application Deadline: All 2014 Rollover Applications must be delivered to the office of the Bureau of Historic Preservation, 500 South Bronough Street, Tallahassee, Florida 32399-0250, by 5:00 P.M., **July 13, 2012**, or must be clearly postmarked on or before July 13, 2012, or show evidence of submission to an express mail service on or before July 13, 2012. Failure to meet this deadline will result in disqualification.

- 1) **PROJECT TITLE:** Old Escambia County Courthouse
- 2) **APPLICANT ORGANIZATION:** Escambia County Board of County Commissioners
- 3) **GRANT AMOUNT REQUESTED and APPROVED FROM 2013 ROLLOVER APPLICATION:** \$350,000
- 4) **MATCH AMOUNT:** \$350,000
- 5) **PROJECT TYPE (CHECK ONE PLEASE):**
 - a) ACQUISITION & DEVELOPMENT PROJECT
 - b) MAJOR ARCHAEOLOGICAL EXCAVATION PROJECT
 - c) MAJOR MUSEUM EXHIBIT PROJECT

6) **PROJECT CHANGES:** In the space provided below, briefly describe any project changes since submission of your 2013 rollover application including, as applicable:

- 1) Changes in the condition of the property;
- 2) Changes in project progress and associated adjustments to grant project scope of work; and/or
- 3) Changes in threats to project.

For all of the above, include labeled photos as Attachment B illustrating the changes described.

Check this box if there is no change to your project.

No Changes

HISTORICAL RESOURCES SPECIAL CATEGORY GRANTS 2014 ROLLOVER APPLICATION

PAGE 3

7) APPLICANT INFORMATION UPDATE:

Please provide the following contact information below:

Please check here if any of the information below has changed since the submission of your 2013 Rollover Application.

ORGANIZATION NAME: Escambia County Board of County Commissioners

ADDRESS: 221 Palafox Place

CITY: Pensacola STATE: Florida ZIP: 32502

NAME AND TITLE OF ORGANIZATION'S CHIEF OFFICER: Mr. Charles R. "Randy" Oliver

DESIGNATED PROJECT MANAGER: Mr. David W. Wheeler

ADDRESS:
 CITY: Pensacola STATE: Florida ZIP: 32502

DAYTIME TELEPHONE NO: 850-595-3190 EXT.: NA FAX NUMBER: 850-595-4668

EMAIL ADDRESS: dwweele@co.escambia.fl.us

YOUR ORGANIZATION'S WEBSITE (if available): www.mvescambia.com

8) REVISED TENTATIVE PROJECT TIMELINE: In the table below, indicate all major elements of the project for which funding assistance is requested, and the planned sequence of these activities beginning July 1, 2013. *Projects must be completed within 24 months.*

PROJECT ACTIVITY	INDICATE MONTH(S) TO COMPLETE MAJOR ELEMENTS (Ex. Jan, Feb 2013; March and half of April, 2014)
A Demolition	Sept 2013
B Exterior Construction	Oct, Nov, Dec 2013
C Mechanical, Electrical	Nov, Dec 2013 & Jan 2014
D Interior Finishes	Jan, Feb, Mar 2014
E	
F	
G	
H	
I	

9) FOR ARCHAEOLOGY AND MUSEUM EXHIBIT PROJECTS ONLY:

UPDATED PRINCIPAL INVESTIGATOR / CONSULTANT INFORMATION: Identify the Principal Investigator and key project personnel, if known. **Include curriculum vitae or resume for key project personnel as Attachment D.** This documentation must clearly demonstrate that the Principal Investigator meets the *Secretary of the Interior's Professional Qualification Standards for Archaeologists or Historians.* (Please see http://www.nps.gov/history/lacul-law/arch_stnds_0.htm)

Principal Investigator/Consultant: N/A
 Key Project Personnel:

Name and Responsibility: _____

Name and Responsibility: _____

Name and Responsibility: _____

10) UPDATED PROJECT BUDGET:

Check this box if there is no change to your project budget. You are not required to complete the budget below if there is no change to your project budget.

If there are any changes to your original budget for the 2014 Rollover, you must complete the entire updated budget below. Please note the following:

- You must report the entire project budget below, not just the budget items that have changed.
- For each budget item below, describe the item in enough detail for Division staff to determine that the expense is allowable. Indicate the amount of grant funds and/or match to be allotted to each budget item and calculate the subtotal amount for each budget item.
- All match contributions allotted to the project budget items must be accompanied by appropriate confirmation documentation. This documentation must be included in Attachment A to this 2014 Rollover Application. See Page 11 for instructions.

Project Budget:

BUDGET ITEMS	GRANT FUNDS	MATCH	SUBTOTALS
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$
9.	\$	\$	\$
10.	\$	\$	\$
11.	\$	\$	\$
12.	\$	\$	\$
13.	\$	\$	\$
14.	\$	\$	\$
15.	\$	\$	\$
16.	\$	\$	\$
17.	\$	\$	\$
18.	\$	\$	\$
19.	\$	\$	\$
20.	\$	\$	\$
TOTALS:	\$	\$	\$

11) MATCH CONTRIBUTIONS:

*** This section must be completed in full by ALL 2014 Rollover Applicants regardless of whether there is any change to the original application budget.**

All elements of the claimed Match must contribute directly to the grant-assisted project work. Match may include in-kind services, the value of volunteer services and donated materials. Twenty-five percent of the Match must be cash on hand (not salary costs). In-kind services may include salary and benefits but not overhead costs or profit. Volunteer services must be valued at the current Florida Minimum Wage (currently \$7.67 per hour) unless a higher rate can be justified based on education, skills or training possessed by the donor. Donated material must be valued at actual cost. Public funds must be identified by source, that is: appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as from foundations, should be separately identified.

Each entry below must be clearly documented in Attachment A (Confirmation of Match).

See documentation requirements below on Page 11.

PLEASE ENTER THE BUDGET ITEM NUMBER (from original application budget) FOR WHICH THE CONTRIBUTION WILL BE USED. Include a brief description of each contribution.

MATCH (ALL 2014 ROLLOVER APPLICANTS MUST COMPLETE)

Budget Item #(s)	Description	Amount/Value
------------------	-------------	--------------

A. Cash-on-Hand to be expended during grant period:

Budget Item #	All budget items are 50% local cost share	\$ 350,000.00
Budget Item #	(see attached page 11 from original application)	\$
Budget Item #		\$
Budget Item #		\$

B. In-Kind Services to be contributed during grant period:

Budget Item #		\$
Budget Item #		\$
Budget Item #		\$
Budget Item #		\$

C. Donated Materials to be contributed during grant period:

Budget Item #		
Budget Item #		\$
Budget Item #		\$
Budget Item #		\$

D. Volunteer Labor to be contributed during grant period:

Budget Item #		\$
Budget Item #		\$
Budget Item #		\$
Budget Item #		\$

Total Match: (All must be documented in Attachment A) \$350,000.00

Bureau of Historic Preservation Online Grants System

Page 11 of 24
 From Original App.

1	general conditions	\$25,000.00	\$25,000.00	Cash	\$50,000.00
2	prepare for west windows	\$6,000.00	\$6,000.00	Cash	\$12,000.00
3	remove 1970's insert	\$30,000.00	\$30,000.00	Cash	\$60,000.00
4	new roof over remaining single story	\$8,000.00	\$8,000.00	Cash	\$16,000.00
5	prepare openings in exterior construction	\$8,000.00	\$8,000.00	Cash	\$16,000.00
6	new arched windows	\$18,000.00	\$18,000.00	Cash	\$36,000.00
7	new west windows	\$9,000.00	\$9,000.00	Cash	\$18,000.00
8	complete stone details	\$15,000.00	\$15,000.00	Cash	\$30,000.00
9	repair brick wal, interior demolition	\$18,000.00	\$18,000.00	Cash	\$36,000.00
10	remove courtroom ceiling, interior construction	\$5,000.00	\$5,000.00	Cash	\$10,000.00
11	second level restorations	\$54,000.00	\$54,000.00	Cash	\$108,000.00
12	room finishes	\$50,000.00	\$50,000.00	Cash	\$100,000.00
13	mechanical system upgrades	\$34,000.00	\$34,000.00	Cash	\$68,000.00
14	electrical system upgrades	\$25,000.00	\$25,000.00	Cash	\$50,000.00
15	basement upgrades	\$15,000.00	\$15,000.00	Cash	\$30,000.00
16	design fees	\$30,000.00	\$30,000.00	Cash	\$60,000.00
Totals		\$350,000.00	\$350,000.00		\$700,000.00

15. Match Summary

Matching funds include: cash funds, the value of in-kind services or volunteer labor directly involved in project work, and the value of donated materials. **25% of total match must be cash match, that is, cash-on-hand. The applicant organization's staff salaries are considered in-kind match contributions, not cash match contributions.** In-kind services include salary and benefits but not overhead costs or profit. In-kind service or volunteer labor must be valued at the prevailing minimum wage unless it is documented that the donor is performing services or labor in which he or she is regularly employed at a higher wage. Donated material must be valued at the actual cost.

Public funds must be identified by source: e.g. appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as foundation grants, should be clearly identified. See information below for details on match requirements. Applicants requesting REDI Match Reduction in question 5 shall only be required to provide a 10% match. See question 5 for additional details.

Non-allowable match contributions include:

- a) Expenditures made prior to grant award agreement start date, except as allowed in 1A-39.009(3), Florida Administrative Code.
- b) Anticipated proceeds from fundraising activities.
- c) Grant funding from other sources applied for but not yet awarded.
- d) Cash pledges without donor signature and availability date (Anonymous pledges are not acceptable match contributions).
- e) Other grant funds from the Department of State.

HISTORICAL RESOURCES SPECIAL CATEGORY GRANTS 2014 ROLLOVER APPLICATION
APPLICATION ATTACHMENT CHECKLIST

PAGE 6

- Attachment A:** Updated Documentation of Confirmed Match.

Attachment A is required for all 2014 Rollover Applications.

All Match contributions for work to be completed during the grant period **must be documented in Attachment A of the 2014 Rollover Application**. If all or a portion of the Match cited in your 2013 rollover application is no longer available, documentation of equivalent alternative resources will be necessary for application eligibility. **Match contributions that are not adequately documented will be disallowed.**

I. Resources to be contributed during the grant period

For **cash contributions** to Match that will be expended during the grant period, the documentation in Attachment A of the 2014 Rollover Application must substantiate the **current availability and allocation** of all contributions. A resolution from the Board of Directors of the organization confirming allocation of the funding for the grant-assisted project is needed along with a bank statement or letter from the organization's financial institution confirming the availability of the funds. For a local government, a resolution of the City Commission or Board of County Commissioners allocating the funding or an adopted budget document including a line item for the contribution will be acceptable.

For commitments of **in-kind services and donated materials**: Letters (on letterhead) from contributors for in-kind services and donated materials that

- a) clearly describe the services or materials to be provided
- b) indicate when the contribution(s) will be made
- c) establish the basis for valuing their contribution(s).

For **volunteer labor**: Pledge forms are used to document volunteer labor contributions unless alternative documentation is approved by the Division. The pledge form must be specific as to (a) the type of work to be accomplished, (b) the number of hours to be donated and the period during which the donation will be made, and (c) how the value of the donation was determined. These forms must be signed by the individuals or entity making the commitments. Note that the per-hour rate of volunteer labor must be valued at the Florida Minimum Wage (currently \$7.67 per hour) at the time of contribution unless a higher rate can be justified based on education, skills or training possessed by the volunteer. For example, a professional carpenter may donate time for carpentry services at his or her normal rate.

In addition to Attachment A, Attachments B, C, and D are required, as applicable, for changes in the project, as described in Question 6 in this Rollover Application.

- Attachment B:** Current photographs (dated and labeled) illustrating the existing condition (interior, exterior, surroundings, and problem areas) of the historical property or archaeological site.
- Attachment C (for changes to Acquisition, Acquisition & Development or Museum Exhibit projects only):** For Acquisition projects, an updated Purchase Agreement must be included in this Attachment. For Acquisition & Development or Museum projects, if architectural project schematics, construction documents or preliminary exhibit design documents have been completed, one set of these documents must be included in the Attachment. *(Required for all Acquisition and Development and Museum Exhibit Applications if additional planning has been completed or if planning documents have changed)*
- Attachment D (for personnel changes to Archaeological Excavation or Museum Exhibit projects only):** Include curriculum vitae or resume for Principal Investigator / Consultant and other key personnel not included in the original application, if known. *(Required of all Archaeological Excavation or Museum Exhibit projects with changes in personnel).*

HISTORICAL RESOURCES SPECIAL CATEGORY GRANTS 2014 ROLLOVER APPLICATION
REQUIRED 2014 SIGNATURE PAGES

PAGE 7

Do not resubmit the original 2012 or 2013 Rollover Signature Pages.

Only updated certifications with original signatures will be accepted.

Signature Pages Checklist

- Applicant Certification – *all applicants*
- Civil Rights Assurance of Compliance – *all applicants*
- Owner Concurrence – *Required for properties not owned by applicant*
- Agreement to Execute Restrictive Covenants or Preservation Agreement –
Required for A&D and Archaeological project applicants
- Project Archaeological Impact Form – *Required for all A&D applicants*

Signature Pages are below

2014 Special Category Rollover Application

APPLICANT CERTIFICATION

This form is required of all applicants

This certification must be signed by the duly authorized representative of the applicant organization or agency before the application will be considered for funding assistance.

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant.

Name: Charles R. "Randy" Oliver Title: County Administrator

Agency or Organization: Escambia County Board of County Commissioners

Signature Charles R. Oliver Date: 7/12/12

2014 Special Category Rollover Application

CIVIL RIGHTS ASSURANCE OF COMPLIANCE

This form is required of all applicants.

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Escambia County, Florida Board of County Commissioners (hereinafter called "Applicant-Recipient") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Florida Department of State and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

The Applicant-Recipient also agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Florida Department of State, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Florida Department of State.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which was approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated _____

Escambia County, Florida Board of County Commissioners
Applicant

Signed By Charles R. Oliver 7/12/12
(President, Chairman of Board or Comparable authorized Official)

Charles R. "Randy" Oliver, County Administrator

221 Palafox Place, Pensacola, FL 32502
Applicant-Recipient's Mailing Address

2014 Special Category Rollover Application

OWNER CONCURRENCE

This form is required of all applicants who do not own the project property.

If the applicant does not own the property, the owner of record must sign the following statement indicating concurrence with the proposed project and this application for grant assistance.

I, the undersigned, owner of the property identified in this application, hereby acknowledge my support for and full concurrence with this application.

Name: NA Title: NA

Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ FAX Number: _____

2014 Special Category Rollover Application

AGREEMENT TO EXECUTE RESTRICTIVE COVENANTS OR PRESERVATION AGREEMENT

This form is required of applicants for A&D or site-specific archaeological projects only

For projects involving historic properties and those involving archaeological sites which will be maintained subsequent to the completion of the project, the owner, long-term lessee or other responsible party must sign the following statement indicating agreement to (a) record Restrictive Covenants running with the deed for projects involving real property, or (b) execute a Preservation Agreement for projects involving properties other than real property, should a grant award be made.

I, the undersigned, am the duly authorized representative of the owner, long-term lessee, or other organization or agency having responsibility for maintenance of the property identified in this application subsequent to completion of the project for which funding is requested. I hereby indicate agreement to record Restrictive Covenants or execute a Preservation Agreement, as applicable, through which the organization or agency I represent will commit to maintenance of the referenced property in accordance with good preservation practice and the applicable standards and guidelines of the Secretary of the Interior for a period of 10 (ten) years. I further agree that the organization or agency will not make any modifications to the property during the term of the preservation agreement (other than routine repairs and maintenance) without review of the plans and specifications by the Bureau of Historic Preservation and that every effort will be made to design any modifications in a manner consistent with the applicable standards and guidelines of the Secretary of the Interior.

Name: Mr. Charles R. "Randy" Oliver Title: County Administrator

Signature Charles R. Oliver Date: 7/12/12

Address: 221 Palafox Place

City: Pensacola State: Florida Zip: 32502

Daytime Telephone: 850-595-4900 FAX Number: 850-595-4908

2014 Special Category Rollover Application

PROJECT ARCHAEOLOGICAL IMPACT FORM

This form is required for all Acquisition & Development projects.

Consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards)*, significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

a) Will your project involve ground disturbance? (Examples of ground disturbance include: historic building or structure relocation, grading and site work, installation of sewer and water lines, sub-grade foundation repairs or damp-proofing, construction requiring construction of new foundations, installation of landscape materials.)

YES (Go to b) below) NO (No further action required)

b) Acknowledgement of Responsibility to Protect Archaeological Resources

I, the undersigned, am the owner or duly authorized representative of the owner of the property identified under item 16, Property Ownership, and hereby accept responsibility for ensuring that significant archaeological resources are protected in the course of the proposed project and, if it is unavoidable that such resources are affected by the work, the organization that I represent will accept responsibility for development in consultation with the Division of Historical Resources and implementation of an appropriate mitigation plan for the treatment of those resources.

Owner/Representative Name: NA

Title: _____

Organization or Agency: _____

Signature: _____

Date: _____

For Relocation Projects: If the Project involves relocation of a historic building or structure from its historic site, plans must include an archaeological survey of the original and new sites. This requirement should be reflected in the Project Budget and project work items unless it is to be accomplished prior to the initiation of the grant-assisted work. Exemption from this requirement will be considered by the Division on a case-by-case basis.

PLEASE NOTE: With prior written approval from the Division, archaeological consulting services costs required to identify and evaluate archaeological resources in areas of ground disturbance, and if determined to be necessary for compliance with the *Standards*, costs required to carry out the provisions of an approved mitigation plan, will be eligible for grant expenditure or contribution to the required Match. For additional information about, or assistance with, required archaeological assessments, please call the Division of Historical Resources Grants Program at 1-800-847-7278.



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

May 30, 2012

Mr. Bill Lawing
Escambia County Board of County Commissioners
100 East Blount Street
Pensacola, Florida 32501

Re: Historic Preservation grant funding, Restoration Completion of Old Escambia County Courthouse
2012-2013 Special Category (Rollover) application #FSC12_0027

Dear Mr. Lawing:

The Historic Preservation Special Category Grant application your organization originally submitted in August 2010 and resubmitted as a rollover application in August 2011 was presented to the 2012 Florida Legislature for funding approval during the legislative session that ended in March 2012. Unfortunately, the legislature did not allocate fiscal year 2012-2013 funding for the list of Special Category recommended projects (see attached list).

The Department of State intends to again roll over the list of recommended Special Category Grant applications for consideration next year, by the 2013 Legislature. The rollover application and instructions will be available on our website, www.flheritage.com/grants, beginning June 1, 2012. You are strongly urged to participate. If an additional rollover application is not submitted by your organization by the July 13, 2012 deadline, your project will be removed from further consideration and will not be included in the list of recommended projects presented to the 2013 Legislature for potential funding during the 2013-2014 fiscal year.

Also, please note that you are eligible to apply online for a 2014 Viva Florida 500 Small Matching Grant. The Small Matching Grant application is available on our website and these applications are due June 29, 2012.

If you have any questions about the grant process, please do not hesitate to contact us by telephone at 850.245.6333 or toll-free at 800.847.7278.

Sincerely,

[Handwritten signature of Alissa M. Slade]

Alissa M. Slade, Chief, Bureau of Historic Preservation and,
Deputy State Historic Preservation Officer

AMS/ch

pc: Mr. Larry Newsom, Interim County Administrator



Handwritten notes: YR 15-17

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Commemorating 500 years of Florida history www fla500.com



Project 18: Restoration Completion of Old Escambia County Courthouse

Location: 223 Palafox Place, Pensacola, Escambia County

Applicant: Escambia County

Significance: This 1884, Renaissance Revival styled, Federal Customs House was modified in 1912 for use as a Post Office, in 1937 when it became a County Courthouse, then again in 1953 and later when an annex and insert were added to the west side. This landmark building is the sole example of its style in Pensacola, and one of the oldest government buildings still in that use in Florida. Proposed work will complete the restoration work begun in 1995.

Description of Work: Restoration for use as exhibit, classroom and county government facility. Work will restore the interior to the post 1900 appearance and include: selective demolition of non-historic addition to west elevation; restoration of west elevation windows, masonry, second floor courtroom, and basement archways and staircase; restoration of ceilings, finishes and trim; and upgrading of building systems and restrooms.

Funding Assistance Requested: \$350,000





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6480

County Attorney's Report 15. 1.

BCC Regular Meeting

Action

Meeting Date: 07/24/2014

Issue: Settlement of Workers' Compensation Claim Involving Kenneth Gilmore

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Kenneth Gilmore

That the Board approve a washout workers compensation settlement for former employee Kenneth Gilmore in the amount of \$159,338.00, inclusive of attorney's fees and costs. An excess carrier shall reimburse Escambia County for \$63,511.20 of this settlement amount.

BACKGROUND:

Kenneth Gilmore is a 57-year-old male who began working for Escambia County as a paramedic on June 28, 1993. On January 22, 2003, Mr. Gilmore was attempting to move a heavy piece of equipment into a vehicle when he slipped, and the equipment fell on top of him. As a result of the accident, he sustained injuries to his lower back, right hip, and left shoulder. For reasons unrelated to his injury, Mr. Gilmore is no longer employed with the County.

As a result of his work-related injuries, Mr. Gilmore has received substantial medical treatment. (A detailed medical history may be obtained by contacting the County Attorney's Office.) His current authorized treating physician has opined that he is permanently and totally disabled, and Mr. Gilmore has qualified for Social Security Disability benefits. In lieu of pursuing permanent and total disability benefits, Mr. Gilmore has negotiated a washout workers compensation settlement in the amount of \$159,338.00, inclusive of attorney's fees and costs. In exchange for this settlement amount, Mr. Gilmore will execute a general release discharging all County liability for workers compensation benefits and for any other claims he may have against the County. This settlement figure represents significant savings from the projected future cost of continuing permanent and total disability benefit payments. Because this settlement figure will exceed the County's self-insured retention limit for this claim, an excess carrier will reimburse the County for \$63,511.20 of this settlement amount. This settlement includes a \$39,338.00 allocation to fund a Medicare Set-Aside as required by federal law; the Center for Medicare & Medicaid Services has approved this allocation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
