

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 –September 4, 2014– 9:30 a.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 Valentino.
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 adopt the following two Proclamations:

A. The Proclamation commending and congratulating Jeremy King on his selection as the “Employee of the Month” for September 2014; and

B. The Proclamation proclaiming the month of September 2014 as National Library Card Sign-up Month in Escambia County, calling upon all residents of this great County to join us in supporting the library’s aims and goals in raising awareness of the importance of owning and using the “smartest card” at the West Florida Public Library System, and encouraging all citizens to take advantage of the library’s resources that are available to them.

7. Written Communication

A. August 19, 2014, letter from Edward G. Robinson, requesting to address the Board concerning a change of recording the Minutes from the Quasi Judicial Hearings and the Transcript for Rezoning Case Number Z-2013-09.

B. August 27, 2014, communication from George D. Williams, AIA, of Bay Design Associates Architects, P.L., requesting that the Board approve the Section 179D Allocation for his firm.

Recommendation: That the Board take the following action concerning a Written Communication from Bay Design Associates Architects, P.L.:

A. Waive the Board's Policy Section I, Part A.4, Public Forum and Written Communications for Board of County Commissioners' Meetings, to allow the Board to consider a Written Communication request, which was received after the Agenda deadline; and

B. Consider the request in a letter dated August 27, 2014, by George D. Williams, AIA, of Bay Design Associates Architects, P.L., asking that the Board approve for his firm the execution of a Section 179D Allocation Letter, as provided, which would allow for an income tax deduction, for the work performed on the Escambia County Central Office Building.



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 for consideration of adopting an Ordinance amending Chapter 34, Section 34-9(a), of the Escambia County Code of Ordinances, related to the assessment of Teen Court additional court costs.

Recommendation: That the Board approve the rescheduling of the 5:31 p.m. Public Hearing to be held on September 9, 2014, at 5:04 p.m., to adopt an Ordinance amending Chapter 34, Section 34-9(a), of the Escambia County Code of Ordinances, relating to the assessment of Teen Court additional court costs for certain penalties.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 10, Article 1, Section 10-3, of Escambia County Code of Ordinances (Community Cat Management Ordinance).

Recommendation: That the Board approve the rescheduling of the 5:32 p.m. Public Hearing, to be held on September 9, 2014, at 5:03 p.m., to 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.

11. 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 a Document Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, a copy of the Oath of Office for Escambia County Health Facilities Member Eugene Franklin, for a four year term, commencing August 22, 2014, through August 21, 2018, as provided to the Clerk to the Board's Office via e-mail on August 21, 2014, by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority.

2. 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 August 21, 2014; and

B. Approve the Minutes of the Regular Board Meeting held August 21, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 12, 2014.

**(Item C to be distributed under separate cover)**

## **GROWTH MANAGEMENT REPORT**

### **I. Public Hearing**

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on August 5, 2014

That the Board approve rescheduling for September 25, 2014, the Review of the Planning Board's recommendations for Rezoning Cases Z-2014-11 and Z-2014-12, which were heard by the Planning Board on August 5, 2014.

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board approve the rescheduling of the 5:45 p.m., Public Hearing to be held September 25, 2014, at 5:46 p.m., to adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on August 5, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board approve the rescheduling of the 5:46 p.m., Public Hearing to be held at a Special Board of County Commissioners' Meeting on Tuesday, September 23, 2014, at 5:02 p.m., to review an Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.0 (b) and F.S. 125.66 (4) (b).

### **II. Consent Agenda**

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. September 25, 2014

5:47 p.m. - A Public Hearing - LSA 2014-03 - 9600 W Nine Mile Road

B. October 9, 2014

5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on September 2, 2014:

**Case No.:** **Z-2014-13**  
**Address:** 1170 Blue Oval Lane  
**Property Reference No.:** 29-1N-31-3301-000-000  
**Property Size:** 3.54 (+/-) acres  
**From:** V-1, Villages Single-Family Residential District (one du/acre)  
**To:** VR-2, Villages Rural Residential District (one du/.75 acre)  
**FLU Category:** MU-S, Mixed-Use Suburban  
**Commissioner District:** 5  
**Requested by:** Tim Kelly and Debra Perry, Owners

**Case No.:** **Z-2014-14**  
**Address:** 8400 Blk Cedar Springs Road  
**Property Reference No.:** 25-3N-32-1400-000-000  
**Property Size:** 25.34 (+/-) acres  
**From:** VAG-1, Villages Agriculture District (five du/100 acres on one acre parcels)  
**To:** VAG-2, Villages Agriculture District (one du/five acres)  
**FLU Category:** AG, Agriculture  
**Commissioner District:** 5  
**Requested by:** Christopher Carmen, Agent for David and Andrea Saguan, Owners

**Case No.:** **Z-2014-16**  
**Address:** 2840 Pine Forest Road  
**Property Reference No.:** 38-1N-31-2301-000-000  
**Property Size:** 12.23 (+/-) acres  
**From:** VR-2, Villages Rural Residential District (one du/.75 acre)  
**To:** V-3, Villages Single-Family Residential District (five du/acre)  
**FLU Category:** MU-S, Mixed-Use Suburban

Commissioner 5  
District:  
Requested by: Wiley C. "Buddy" Page, Agent for Daniel and Rhonda Cobb, Owners

**Case No.: Z-2014-18**

Address: 7170 Blue Angel Parkway  
Property Reference No.: 25-1S-31-2101-001-002  
Property Size: 4.66 (+/-) acres  
From: R-R, Rural Residential District (cumulative) (two du/acre)  
To: C-1, Retail Commercial District (cumulative) (25 du/acre)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 1  
Requested by: Wiley C. "Buddy" Page, Agent for Doris Minchew, Owner

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Memorandum of Understanding by and between the Civil Air Patrol through Its Florida Wing and the Escambia County Board of County Commissioners - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between the Civil Air Patrol (CAP), through Its Florida Wing and the Escambia County Board of County Commissioners that identifies parameters, roles, and responsibilities for potential mutual aid support services that may be requested by the Board from the CAP during disaster response and recovery activities coordinated through the County Emergency Operations Center (EOC).

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

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

3. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department/Extension Services Division - Keith Wilkins, Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department/Extension Services Division for property described and listed on the Disposition Form. 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 the Letter of Agreement between Escambia County and the Agency for Health Care Administration - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the \$34 Million Primary Care Award Alternative LIP Letter of Agreement, in the amount of \$74,147, allowing the County to participate in the Low Income Pool Program and to provide matching dollars to the Escambia Community Clinics (ECC).

5. Recommendation Concerning the Extension of the 2014 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

That the Board approve extending the 2014 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

6. Recommendation Concerning the Amendment to the Memorandum of Agreement by and between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Agreement by and between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, amending the Memorandum of Agreement between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, approved by the Board on August 21, 2014, allowing the County to charge the Sheriff of Santa Rosa County \$564.72 per day per Corrections Officer stationed at the Santa Rosa County Jail.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Agreement for Escambia County Adult Drug Court Treatment Expansion Operations Program - Catherine A. White, Drug Court Manager

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

A. Approve the Agreement, effective July 1, 2014, through June 30, 2015. During this period funding for treatment services shall not exceed \$274,875; and

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

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



2. Recommendation Concerning the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation:

A. Approve the following Subgrant Applications which have been submitted for funding under the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 10 drug offenders and updated breathalyzer equipment. The amount of the Grant request is \$40,783; and

2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance the security and safety of all students, visitors, police officers, and staff with wireless e-ticket systems which will provide Pensacola State College police officers with the capability to provide an accurate, complete, and uniform record keeping system for citations reported to the Department of Homeland Security Motor Vehicles in Tallahassee, Florida. The amount of the Grant request is \$15,900;

B. Ratify the Chairman's signature on the Subgrant Applications and related documents; and

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

[Funding: The funds are made available through the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation, for the period beginning October 1, 2014, and terminating September 30, 2015; there is no cost to the County]

3. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$1,211,053.35 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

4. Recommendation Concerning the Purchase of Getac F110 Tablets for Use as Mobile Data Terminals - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of Getac F110 tablets for use as mobile data terminals and GPS locators in fire apparatus:

A. Approve the purchase of 60 Getac F110 tablets, per the quotes provided; and

B. Authorize the issuance of a Purchase Order to PCN Strategies, in the amount of \$117,703.20.

[Funding: Fund 143, Cost Center 330206, Object Code 56401]

5. Recommendation Concerning Fiscal Year 2014/2015 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2014/2015.

6. Recommendation Concerning a Copier Lease and Maintenance Agreement with Dex Imaging for the Corrections Department - Jail - Gordon C. Pike, Corrections Department Director

That the Board award a Purchase Order Agreement for a 60-month Lease and Maintenance to Dex Imaging, for the Corrections Department - Jail, for a monthly charge of \$3442.56, with an annual amount of \$41,310.72, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund/Corrections Department, Cost Center 290401 Jail, Object Code 54401, Rentals and Leases]

7. Recommendation Concerning the Purchase of Replacement Washers and Dryers for Escambia County Corrections-Main Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action regarding the replacement of the washers and dryers located at Escambia County Corrections-Main Jail:

A. Approve the purchase of four UniMac Industrial 105 lb. capacity washers and four UniMac Industrial 120 lb. capacity natural gas dryers, for the amount of \$84,820; and

B. Authorize the issuance of a CLEC, Inc.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail Commissary, Object Code 56401]

8. Recommendation Concerning the State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.- Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with the Community Action Program the Committee, Inc., (CAP):

A. Approve the Agreement for the SHIP Housing Repair Assistance Project between Escambia County and CAP to provide \$157,500 in SHIP Program and Administrative funds, to support housing repair activities for eligible homeowners in Escambia County; and

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

[Funding: Fund 120, 2015 SHIP, Cost Center 220445]

9. Recommendation Concerning the Agreement with Community Enterprise Investments, Inc., Affordable Homeownership Revolving Loan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Affordable Homeownership Revolving Loan Agreement with Community Enterprise Investments, Inc. (CEI):

A. Approve the Affordable Homeownership Revolving Loan Agreement with CEI committing a maximum of \$100,000, from Fund 124/Affordable Housing, to finance the construction, rehabilitation, or renovation of affordable single family homes for sale to qualified low and moderate income home buyers; and

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

[Funding: Fund 124/Affordable Housing, Cost Center 220406]

10. Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2014-2015 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Funds]

11. Recommendation Concerning an Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding (Veterans' Transportation and Community Living Initiative Grant) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration (FTA) Grant Funding (Veteran's Transportation and Community Living Initiative Grant):

A. Approve the Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for FTA Grant Funding to designate the dispersing of the Grant funds; and

B. Authorize the Chairman to sign the Interlocal Agreement and any other documents associated with this Grant without further action of the Board.

[Funding Source: Escambia County Area Transit (ECAT) will manage the expenditure of the Grant funds]

12. Recommendation Concerning the Acquisition of a Parcel of Real Property, with House, Located at 811 Blue Springs Drive, for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis:

A. Authorize the purchase of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis, for proposed stormwater drainage improvements, for the appraised value of \$49,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/54612/56101, Project No. ESCPW17]

13. Recommendation Concerning the Acquisition of a Parcel of Real Property, with House, Located at 6110 Clearwater Avenue, for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, from Marnie Land Dandry:

A. Authorize the purchase of a parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, for proposed stormwater drainage improvements, from Marnie Land Dandry, for the appraised value of \$64,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, from Marnie Land Dandry; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/54612/56101, Project No. ESCPW17]

14. Recommendation Concerning the County's Acceptance of Property Located on West Herman Street and on State Road 10 (US 90) from the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of property for retention pond purposes on West Herman Street, and property for a boat ramp project on State Road 10 (US 90), from the Florida Department of Transportation (FDOT):

A. Accept the transfer of real property from FDOT for retention pond purposes on West Herman Street;

B. Accept the transfer of real property from FDOT for a boat ramp project on State Road 10 (US 90);

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

D. Authorize the Chairman or Vice Chairman to sign any documents, subject to Legal review and sign-off, necessary to complete the acceptance of these properties.

[Funding: Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's Office]

15. Recommendation Concerning a Change Order to Utility Services Co., Inc., on Contract PD 12-13.037, "Myrtle Grove Athletic Park Improvements" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Utility Services Co., Inc., for the "Myrtle Grove Athletic Park Improvements":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$19,307.18
Vendor:	Utility Services Co., Inc.
Project Name:	"Myrtle Grove Athletic Park Improvements"
Contract:	PD 12-13.037
PO#:	131150
CO#:	6
Original Award Amount:	\$537,741.14
Cumulative Amount of Change Orders Through this CO:	\$71,419.77
New Contract Total:	\$609,160.91

[Funding Source: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project #12PR1842]



16. Recommendation Concerning a Change Order to Roads, Inc., of NWF on Contract PD 13-14.006 "Road Materials Pricing Agreement" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, for the "Road Materials Pricing Agreement", to allow the Road Division to obtain asphalt for use in re-surfacing open graded cold mix roads.

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$100,000
Vendor:	Roads, Inc. of NWF
Project Name:	"Road Materials Pricing Agreement"
Contract:	PD 13-14.006
PO#:	140985
CO#:	1
Original Award Amount:	\$250,000
Cumulative Amount of Change Orders through this CO:	\$100,000
New Contract Total:	\$350,000

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #09EN0388]

17. Recommendation Concerning a Change Order to Heaton Brothers Construction, Co., Inc. on Contract PD 10-11.065, "General Paving and Drainage Agreement" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Heaton Brothers Construction, Co., Inc. on Contract PD 10-11.065, "General Paving and Drainage Agreement" for the North Crow Road Emergency Repair Project - April 2014 Flood:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$55,894.36
Vendor:	Heaton Brothers Construction Co., Inc.
Project Name:	"General Paving and Drainage Agreement" for the North Crow Road Emergency Repair Project - April 2014 Flood
Contract:	PD 10-11.065
PO#:	141330
CO#:	3
Original Award Amount:	\$97,939.93
Cumulative Amount of Change Orders Through this CO:	\$55,894.35
New Contract Total:	\$153,834.28

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW37]

18. Recommendation Concerning Supplemental Budget Amendment #255 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #255, Bob Sikes Toll Bridge Fund (167) and Debt Service Fund (203) in the amount of \$11,896, to transfer additional funds to make the the debt service payment for the widening of Via de Luna Drive. The Santa Rosa Island Authority (SRIA) no longer contributes funds for this debt service. Now, all funding will come from the Bob Sikes Toll Bridge Fund going forward to cover the respective debt payments.

19. Recommendation Concerning Supplemental Budget Amendment #261 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #261, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$3,010,552, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

20. Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

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

A. Adopt the Resolution approving Supplemental Budget Amendment #263, Other Grants and Projects Fund (110) in the amount of \$285,399, to recognize proceeds from the Florida Department of Environmental Protection (FDEP) Grant Contract No. WQ015, and to appropriate these funds for monitoring low impact design best management practices at the Escambia County One Stop Office Building; and

B. Approve the establishment of one new Environmental Technician under the Community & Environment Department; the position is to be funded by the Grant.

21. Recommendation Concerning the Severe Storms, Tornadoes, Straight-Line Winds, and Flooding (FEMA-4177-DR-FL) Federally Funded Public Assistance Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Severe Storms, Tornadoes, Straight-Line Winds, and Flooding (FEMA-4177-DR-FL) Federally Funded Public Assistance Agreement, Contract Number: 15-SP-8Z-01-27-02-500, which is necessary for Escambia County to receive Federal and State financial assistance:

- A. Approve the Federally Funded Public Assistance Agreement; and
- B. Authorize the Chairman to sign the Agreement.

22. Recommendation Concerning Solid Waste Recycling, PD 13-14.067 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.067, Solid Waste Recycling, to Allied Waste Services of North America, LLC, at no cost to the County, and approve the Agreement for Recyclable Paper Materials between Escambia County and Allied Waste Services of North America, LLC.

23. Recommendation Concerning the Warrington and Myrtle Grove Pond Repair, PD 13-14.070 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.070, Warrington and Myrtle Grove Pond Repair, to Hewes and Company LLC, in the amount of \$128,043.57.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Warrington Project# ESDPW11 Myrtle Grove Project# ESDPW08]

24. Recommendation Concerning the Gonzalez Pond Repair, PD 13-14.071 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.071, Gonzalez Pond Repair, to Hewes and Company LLC, in the amount of \$242,110.50.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project#ESDPW022]

25. Recommendation Concerning the Seaglades North/East Reconstruction, PD 13-14.073 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity and an Indefinite Delivery Contract for PD 13-14.073, Seaglades North/East Reconstruction to Roads Inc., of NWF, in the amount of \$865,881.81

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project#ESCPW38]

26. Recommendation Concerning the Conveyance of an Underground Distribution Easement to Gulf Power Company for Electrical Service Improvements on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Underground Distribution Easement to Gulf Power Company for Gulf Power's Pensacola Beach Duct Bank Project along State Road (SR) 399 (Pensacola Beach Boulevard / Via De Luna Drive):

A. Approve granting a ten-foot-wide Underground Distribution Easement to Gulf Power Company for Gulf Power's Pensacola Beach Duct Bank Project along SR 399 (Pensacola Beach Boulevard / Via De Luna Drive); and

B. Authorize the Chairman to sign the Easement document and any other documents, subject to Legal review and sign-off, associated with the granting of the Underground Distribution Easement to Gulf Power Company.

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

III. For Discussion

1. Recommendation Concerning a Request for Funding for the Youth Association of Northeast Pensacola - Commissioner Steven Barry, District 5

That the Board consider the request from the Youth Association of Northeast Pensacola (NEP), for \$5,000, to be funded from the 4th Cent Tourist Development Tax, for the Gulf Coast Greater World Series Tournament, and approve the Purchase Order for this purpose.

## **COUNTY ATTORNEY'S REPORT**

### **I. For Action**

1. **Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Johnny Wilson**

That the Board approves a washout workers compensation settlement for former deputy sheriff Johnny Wilson in the amount of \$450,000.00, inclusive of attorney's fees and costs. An excess insurance carrier will reimburse Escambia County for a minimum of \$383,164.64 of this settlement amount.

2. **Recommendation Concerning the Trust Created by Langley and Minnie Bell for the Benefit of the Escambia County Boys Council of 4-H Clubs**

That the Board authorize the County Attorney to take appropriate legal action to terminate the Trust created by Langley and Minnie Bell for the benefit of the Escambia County Boys Council of 4-H Clubs in the deed recorded in Deed Book 179 at page 151 of the public records of Escambia County, Florida.

3. **Recommendation Concerning Settlement of a Tort Claim Brought by Jazimen Bryant**

That the Board approve settlement of a tort claim presented by Jazimen Bryant for a payment of \$16,250 in exchange for the execution of a General Release and Hold Harmless Agreement.

4. **Recommendation Concerning Settlement of a Tort Claim Brought by Jacqueline Carter**

That the Board approve a settlement of a tort claim presented by Jacqueline Carter for payment of \$18,000 in exchange for the execution of a General Release and Hold Harmless Agreement.

12. Items added to the agenda.
13. Announcements.
14. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6714

Proclamations 6.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** Adoption of Proclamations

**From:** Jack Brown

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating Jeremy King on his selection as the "Employee of the Month" for September 2014; and

B. The Proclamation proclaiming the month of September 2014 as National Library Card Sign-up Month in Escambia County, calling upon all residents of this great County to join us in supporting the library's aims and goals in raising awareness of the importance of owning and using the "smartest card" at the West Florida Public Library System, and encouraging all citizens to take advantage of the library's resources that are available to them.

#### **BACKGROUND:**

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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:**

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

---

**Attachments**

Proclamations

---

## **PROCLAMATION**

**WHEREAS**, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

**WHEREAS**, Jeremy King, a Senior Engineering Project Coordinator for the Public Works Department, Engineering Division, began his employment with the County in October 2010, and is selected for "Employee of the Month" for September 2014, for the standards of excellence that he has displayed in the performance of his duties; and

**WHEREAS**, as Senior Project Coordinator for many multi-million dollar projects, Mr. King, performs project coordination and highly-skilled, project-specific technical duties including: project design, review and evaluation; technical document preparation; cost estimates; and preparation of reports. His performance of a wide range of duties and responsibilities plays a key role in Escambia County's ability to serve the citizens; and

**WHEREAS**, Mr. King researches engineering issues, records, maps, and documentation in support of project activities. He oversees the administration of contracts for applicable engineering projects and maintenance activities and performs project inspections to ensure compliance with standards and specifications. An example of Jeremy's superior project management skills was demonstrated by his handling of the very challenging and highly-visible, Saufley Field Construction & Demolition Landfill project; and

**WHEREAS**, in addition to his assigned projects, Mr. King has worked tirelessly since the April 2014 Flood Event. He is managing some of the largest projects that occurred from the event: Crescent Lake, Blue Springs, and Shadow Grove. This award-winning project was nearly seven million dollars and came with multiple challenges. Mr. King has proved himself and his personal work ethic, time and time again, by working through difficult issues with citizens at individual and public meetings and by resolving challenging issues with the contractor, consultant, and administrative staff throughout the lifecycle of the project; and

**WHEREAS**, Mr. King's leadership skills, his positive attitude, dedication, honesty, and knowledge of computer/technology skills, which earned him the nickname "Techno-Savvy King," make him a true asset to the Engineering Division of the Public Works Department.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jeremy King, on his selection as the "Employee of the Month" for September 2014.

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

---

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman  
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

---

Deputy Clerk

Adopted: September 4, 2014

## **PROCLAMATION**

**WHEREAS**, observed annually during the month of September since 1987, National Library Card Sign-Up Month is a time when the American Library Association and libraries across the country remind parents that a library card is the most important school supply of all, because children who use the library perform better in school; and

**WHEREAS**, during National Library Card Sign-Up Month, the West Florida Public Library System, along with other libraries across the nation, will promote the use of the library services it offers to all patrons, both children and adults, such as storytelling, programs, information to help improve reading skills, access to books, e-filing, adult computer literacy courses, DVDs, movies, music, book discussion groups, and much more; and

**WHEREAS**, 521,896 people have visited the West Florida Public Library System and checked out 578,712 items; more than 137,000 people have used the computers and free Internet connections; and more than 18,000 residents have attended free programs at their local library since October 2013; and

**WHEREAS**, the library's resources provide life-long learning, reading enjoyment, and numerous resources, which are available to all citizens; a library card issued to residents is a beneficial means to gain access to these resources; and

**WHEREAS**, Escambia County and the West Florida Public Library System staff encourage the use of library cards by residents of the County and want to make sure that all children, teens, and adults have the "smartest card" of all--a library card.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County hereby proclaims the month of September 2014 as

### **NATIONAL LIBRARY CARD SIGN-UP MONTH IN ESCAMBIA COUNTY**

calls upon all residents of this great County to join us in supporting the library's aims and goals in raising awareness of the importance of owning and using the "smartest card" at the West Florida Public Library System, and encourages all citizens to take advantage of the library's resources that are available to them.

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

---

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman  
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

---

Deputy Clerk

Adopted: September 4, 2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6734

Written Communication 7. A.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** Rezoning Case Number Z-2013-09

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

August 19, 2014, letter from Edward G. Robinson, requesting to address the Board concerning a change of recording the Minutes from the Quasi Judicial Hearings and the Transcript for Rezoning Case Number Z-2013-09.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

#### **Attachments**

Letter from Mr. Edward G. Robinson

Case Number Z-2013-09

07-10-2014 BCC Meeting Minutes Page and Recommendation

---

8-14-14

WRITTEN COMMUNICATION



MRS. RITTER-STREETEK

I would like to be placed on  
THE SEPTEMBER Board member Agenda  
TO DISCUSS A CHANGE OF RECORDING  
THE MINUTES FROM THE quasi Judicial  
Hearings. THE RECENT MISCONDUCT  
AND REMOVAL OF AT Large Commissioner  
DISTRICT 2 MR. WOODWARD SHOWS  
A LEVEL OF CONCERN BY DISRESPECTING  
CITIZENS. AFTER FILING A FORMAL  
COMPLAINT WITH HUMAN RESOURCES ONE  
YEAR EARLIER ON MR. WOODWARD, MR.  
TOM TURNER REVEALED THE MINUTES REVIEW  
DID NOT SHOW THE CONDUCT. AFTER OBTAINING  
THE TRANSCRIPTS FROM CASE Z-2013-09 I  
CLEARLY SEE SEVERAL MISTAKES AND THE  
LACK OF MISSING SEVERAL KEY THINGS  
THAT WAS NOT RECORDED. Thank You  
Elaine Ritter

Mr Edward G. Robinson  
128 Shadow Lawn Ln  
Pensacola, FL 32507

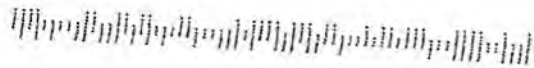
PENSACOLA FL 325

14 AUG 2014 PM 1 L



MRS RITTER STREET  
WRITTEN COMMUNICATION  
221 PALOFOX PLACE <sup>SUIT</sup> 420  
PENSACOLA FLA 32502

32502583720





PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Rezoning Cases – Continued

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning Rezoning Case Z-2013-09 heard by the Planning Board (PB) on May 6, 2013: ►

- A. Adopting the Planning Board's recommendation and approving C-1; and
- B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(6) Case Number:	Z-2013-09
Address:	3720 Navy Boulevard
Property Reference Number:	38-2S-30-1000-013-002
Property Size:	1.54 (+/-) acres
From:	R-2/C-1, Single-Family District (cumulative), Low-Medium Density (7 dwelling units per acre) and C-1, Retail Commercial District (cumulative) (25 dwelling units per acre)
To:	C-1, Retail Commercial District (cumulative) (25 dwelling units per acre)
FLU Category:	C, Commercial
Commissioner District:	2
Requested by:	Larry Richardson, Agent for William Welch, Owner
PB Recommendation:	Approval

Speaker(s):

Larry Richardson  
Edward Robinson

(Continued on Page 14)

# **Z-2013-09**



PLANNING BOARD REZONING HEARINGS - MAY 6, 2013

145

1 MR. JONES: Mr. Tate, you're absolutely  
2 correct. These commercial uses that coexist  
3 harmoniously, there are some higher standards.  
4 Some of them I've been in places you would not  
5 recognize those as being a commercial  
6 establishment. If it's decided, hopefully, we  
7 could suggest some things our code does not  
8 require, but it does require some screening  
9 and buffer requirements and that's one thing  
10 that we may be leaning towards, some higher  
11 architectural standards with the Planning  
12 Board's **VOID**  
13 MR. BRISKE: I agree.  
14 MR. WINGATE: I know there's a motion on  
15 the floor, but looking at the diagram that the  
16 lady presented with four churches in the area,  
17 maybe they need to have a fundraiser and buy  
18 them out.  
19 MS. DAVIS: Mr. Chair, call the question.  
20 MR. BRISKE: Yes. All those in favor,  
21 please say aye.  
22 (Board members vote.)  
23 MR. BRISKE: Opposed?  
24 (None.)  
25 MR. BRISKE: The motion carries

TAYLOR REPORTING SERVICES, INCORPORATED

146

1 unanimously.  
2 (The motion passed unanimously.)  
3 (Conclusion of Case Z-2013-08.)  
4 MR. BRISKE: We're going to go ahead and  
5 take a 10-minute break. We'll come back into  
6 session at 11:30 please.  
7 (Break taken, after which the proceedings  
8 continued. The transcript continues on Page  
9 147.)

03:00 10 **VOID**

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

TAYLOR REPORTING SERVICES, INCORPORATED

147

1 \* \* \*  
2 CASE NO: Z-2013-09  
3 Location: 3720 Navy Boulevard  
4 Parcel: 38-2S-30-1000-013-002  
5 From: R-2, Single-Family District  
(cumulative), Low-Medium Density  
(seven du/acre) and C-1,  
6 To: Retail Commercial District  
(cumulative) (25 du/acre)  
7 C-1, Retail Commercial District  
(cumulative) (25 du/acre)  
8 FLU Category: C, Commercial  
9 Overlay District: Warrington Redevelopment  
BCC District: 2  
Requested by: Larry Richardson, Agent for  
William Welch, Owner

03:00 10 MR. BRISKE: Folks, we've been moving  
11 along pretty well today, so we're going to  
12 call back to order the quasi-judicial portion  
13 of our rezonings for May 6th, and our next  
14 case is Z-2013-09. The applicant is Larry  
15 Richardson, the agent for William Welch, the  
16 owner, 3720 Navy Boulevard, from R-2,  
17 Single-Family District, to a C-1, Retail  
18 Commercial District.

03:01 19 Members of the Board, I'll ask about  
20 ex parte communication again, if there's been  
21 any, between you, the applicant, agents,  
22 attorneys, witnesses, Planning Board members  
23 or general public? Also if you have visited  
24 the site and disclose if you are a relative or  
25 business associate of any of the parties.

TAYLOR REPORTING SERVICES, INCORPORATED

148

1 Starting with Ms. Oram, please.  
2 MS. ORAM: I visited the site, but no to  
3 all.  
4 MR. GOODLOE: I visited the site, but no  
5 to all the others.  
6 MR. WOODWARD: I drive by it everyday  
7 almost, but I say no to everything else.  
8 MR. BRISKE: The Chairman is also very  
9 familiar with the site from driving by it, but  
10 no to all of the others.

03:01 11 MR. TATE: No to all, but I am familiar  
12 with the site.

13 MS. DAVIS: No to all the above.

14 MR. WINGATE: I drive by it everyday. I  
15 have visited the site.

16 MR. BRISKE: Thank you.

17 Staff, was notice of the hearing sent to  
18 all interested parties?

19 MS. MEADOR: Yes, sir.

03:02 20 MR. BRISKE: Was it also posted on the  
21 subject property?

22 MS. MEADOR: Yes sir.

23 MR. BRISKE: Mr. Richardson, if there's no  
24 objection we'll have the staff present the  
25 maps and photography.

TAYLOR REPORTING SERVICES, INCORPORATED

<p style="text-align: right;">149</p> <p>1 MR. RICHARDSON: Fine.</p> <p>2 MR. BRISKE: Thank you.</p> <p>3 (Presentation of Maps and Photographs.)</p> <p>4 MS. CAIN: Allyson Cain, Urban Planner.</p> <p>5 This is the rezoning Z-2013-09, 3720 Navy</p> <p>6 Boulevard. This is our locational map. This</p> <p>7 is our 500-foot zoning map showing the parcel</p> <p>8 is actually split zoning. It's currently C-1</p> <p>9 and R-2 and surrounding R-2. This is the</p> <p>03:02 10 Future Land Use map showing it Commercial.</p> <p>11 The existing land use. The aerial view of the</p> <p>12 subject property. And if you look at this</p> <p>13 aerial, the site has actually been cleared.</p> <p>14 All those are containers and they're no longer</p> <p>15 there. This is community redevelopment area.</p> <p>16 It is in the Warrington Redevelopment Area.</p> <p>17 This is our public notice sign. This is</p> <p>18 looking north onto the subject property across</p> <p>19 Navy Boulevard. This is also showing the</p> <p>03:03 20 subject property, showing the easement in</p> <p>21 question, which would be right in here. You</p> <p>22 can see where I'm kind of pointing with the</p> <p>23 mouse. This is looking west from the subject</p> <p>24 property down Navy Boulevard. This is looking</p> <p>25 to the west of the property and there is a C-2</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">151</p> <p>1 if you would come forward, please. Good</p> <p>2 morning, sir. We'll have you sworn in and</p> <p>3 state your name and address, please.</p> <p>4 (Larry Richardson sworn.)</p> <p>5 MR. RICHARDSON: I'm Larry Richardson,</p> <p>6 2299 Scenic Highway.</p> <p>7 MR. BRISKE: Did you receive a copy of the</p> <p>8 rezoning hearing package and the staff's</p> <p>9 Findings-of-Fact?</p> <p>03:05 10 MR. RICHARDSON: Yes, I did.</p> <p>11 MR. BRISKE: Do you understand that you</p> <p>12 have the burden of proving substantial</p> <p>13 competent evidence that the rezoning is</p> <p>14 consistent with the Comprehensive Plan,</p> <p>15 furthers the goals and objectives of that plan</p> <p>16 and is not in conflict with any portion of the</p> <p>17 code?</p> <p>18 MR. RICHARDSON: I do.</p> <p>19 MR. BRISKE: Okay, sir. This is a case</p> <p>03:05 20 where I think we have the staff's findings are</p> <p>21 concurrent. You have the opportunity to go</p> <p>22 through each of the criterion or accept the</p> <p>23 staff's findings.</p> <p>24 MR. WOODWARD: He and the staff agree?</p> <p>25 MR. RICHARDSON: Yes.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">150</p> <p>1 commercial business which is right in -- this</p> <p>2 business right here, which is right next to</p> <p>3 the subject property. This is looking</p> <p>4 southwest across Navy Boulevard. This is</p> <p>5 looking south from the subject property across</p> <p>6 the street. Looking east in front of the</p> <p>7 property on Navy Boulevard. This is the</p> <p>8 eastern rear of the property along Shadow Lawn</p> <p>9 Drive. This is the eastern rear of property</p> <p>03:04 10 along Shadow Lawn showing the vegetation and</p> <p>11 the existing fencing. This is looking into</p> <p>12 the parcel from the easement. This is how</p> <p>13 they access the property and the buildings</p> <p>14 behind it. Looking at the back of the</p> <p>15 property at the existing fence on Shadow Lawn.</p> <p>16 This the existing fence at the rear of the</p> <p>17 property taken from Shadow Lawn Lane. This is</p> <p>18 another view from Shadow Lawn Lane from the</p> <p>19 back of the property. The northwest rear side</p> <p>03:04 20 of the property with the existing fencing.</p> <p>21 This is from Shadow Lawn. This our 500-foot</p> <p>22 radius map. This is our 500-foot mailing</p> <p>23 list. That concludes the maps and photos.</p> <p>24 MR. BRISKE: Any questions about the maps</p> <p>25 or photography? Hearing none, Mr. Richardson,</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">152</p> <p>1 MR. BRISKE: We do have a speaker that</p> <p>2 wants to speak on the subject, so.</p> <p>3 MR. RICHARDSON: I accept the staff's</p> <p>4 findings.</p> <p>5 MR. BRISKE: All right. Then we'll just</p> <p>6 go ahead and skip directly into the public</p> <p>7 comment portion. For members of the public</p> <p>8 who wish to speak, please note that the</p> <p>9 Planning Board bases our decision on the six</p> <p>03:06 10 criterion and exceptions described in</p> <p>11 2.08.02.D of the Land Development Code.</p> <p>12 During our deliberations we do not consider</p> <p>13 general statements of support or opposition.</p> <p>14 Please limit your testimony to only those</p> <p>15 criteria described in Section 2.08.02.D, the</p> <p>16 six criterion. And please note that only</p> <p>17 those individuals who speak today will be</p> <p>18 allowed to speak at the subsequent Board of</p> <p>19 County Commission.</p> <p>20 Mr. Edward Robinson, please. Good</p> <p>21 morning, sir.</p> <p>22 (Edward Robinson sworn.)</p> <p>23 MR. BRISKE: Your name and address,</p> <p>24 please.</p> <p>25 MR. ROBINSON: 128 Shadow Lawn Lane. I</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

153

1 understand it's compatible, but I'm a little  
2 confused exactly what lot is being referred  
3 to. The one that's just -- I always  
4 considered it to be C-1.

5 MR. JONES: Could you stand in front of  
6 the mike, please?

7 MR. ROBINSON: Absolutely. Could you be  
8 more clear to me because y'all are presenting  
9 it as if the whole thing is being rezoned.

03:07 10 MS. CAIN: It's the area in the blue.

11 MR. ROBINSON: That's the whole thing.  
12 You mean it's been R-2 and allowed a moving  
13 and storage company with R-2 zoning?

14 MS. CAIN: Yes, sir.

15 MR. BRISKE: It's possibly been a legal  
16 nonconforming use, basically grandfathered in  
17 like we've seen in the other cases.

18 MR. ROBINSON: I was under the impression  
19 the whole time it was commercial because we  
03:07 20 had quite an issue with semis coming down a  
21 residential road, Shadow Lawn Lane. I had to  
22 personally put up the buffer in the back. The  
23 new owner painted every building except the  
24 portion facing my home I guess for the purpose  
25 of the Board. I'm concerned with being a good

TAYLOR REPORTING SERVICES, INCORPORATED

154

1 neighbor with them. I know that y'all are  
2 going to approve it. It's compatible to Navy  
3 Boulevard and what have you, but I'm just a  
4 little concerned with they've made no effort  
5 to consider the residential road. I've had  
6 many issues with the county commission with it  
7 and they decided to block it off with no  
8 commercial vehicles exiting onto the  
9 residential road. The new owner should be  
03:08 10 aware of it.

11 But I just want to make certain that when  
12 this is approved that's not torn down, the  
13 residential road compromised, like it once  
14 was, which caused quite a dilemma in the  
15 County Commission down there, which was in my  
16 favor. Like I said, when they bought it they  
17 would not put the buffer back up. It was  
18 down. I seen a picture of it. Can you show  
19 the back view of Shadow Lawn Lane? They  
03:09 20 painted all the buildings to present it today  
21 except the back where there's graffiti and I'm  
22 concerned it's showing no initiative to be a  
23 good neighbor so far. That one right there.  
24 The partition that's up, it was quite a job  
25 getting that back up. But due to the increase

TAYLOR REPORTING SERVICES, INCORPORATED

155

1 of activity with noise and I feel the buffer  
2 zone should be a consideration, a must, and  
3 not to impact the residential road in the back  
4 and consideration for the hours of usage, as  
5 well.

6 But I'm very much aware that the Board has  
7 passed all the six recommendations. And I  
8 always thought that it was C-1 being on Navy  
9 Boulevard, but I just thought something funny  
03:10 10 was going on and I wanted to make sure I came  
11 here to voice my opposition if they were to  
12 use Shadow Lawn Lane, that would be an  
13 absolute quagmire.

14 MR. BRISKE: You say that you put up --

15 MR. ROBINSON: That one there was down,  
16 that piece right there. They come in and they  
17 painted their buildings except Shadow Lawn  
18 Lane and they left four piles that's been  
19 there for months. ECUA is not going to pick  
03:10 20 it up and I'm concerned with the integrity of  
21 the residential neighborhood, to keep a  
22 buffer, paint their building on the outside on  
23 Shadow Lawn Lane, as well. They did the rest  
24 of it. It's showing me an inconsideration.

25 There is graffiti painted on those buildings

TAYLOR REPORTING SERVICES, INCORPORATED

156

1 there. They acted as if they were going to  
2 paint it, but never painted it, but painted  
3 everything else. So I'm just here. And  
4 there's this pile of rubble that they left one  
5 of them. There's four that still remains  
6 today.

7 So I'm here to basically address that and  
8 the integrity of the residential neighborhood.  
9 And in the future if they get the C-1 don't  
03:11 10 just open the back up and we have to go back  
11 through all that we've been through. There's  
12 signs posted no parking, no trucks, because it  
13 was a nightmare.

14 MR. BRISKE: I know Horace wants to speak  
15 to you. Some of these issue may be code  
16 enforcement issues. Get in touch with them,  
17 especially some of this debris and that would  
18 require them to clean it up. We have code  
19 enforcement here, I think.

03:11 20 But, Horace, would you address the  
21 buffering issues, please, on this?

22 MR. JONES: Yes. Yes, that is a buffer  
23 requirement. That is the minimum buffering  
24 standards. Now if this use decides to go,  
25 they're still going to have to come back and

TAYLOR REPORTING SERVICES, INCORPORATED

157

1 probably increase their buffering vegetation  
 2 standards, but that is the buffering back  
 3 there behind the lot on Shadow Lawn.  
 4 Also, too, you, again, just for your  
 5 information, you're in what they call the  
 6 Warrington Overlay District. The purpose of  
 7 those overlay districts is to give higher  
 8 standards especially when it comes to  
 9 aesthetics and things like that. And  
 03:12 10 Mr. David Forte, he's back there, as well. If  
 11 you need to talk about to make sure that it  
 12 stays clean, get in contact with them because  
 13 that's their area. They have higher  
 14 standards, so please contact Mr. David Forte  
 15 of the CRA. He's back there right now.  
 16 That's him. And he can address anything you  
 17 see going wrong out there. Contact him or  
 18 code enforcement and they can help you.  
 19 MR. TATE: The traffic issue, I mean, they  
 03:13 20 have commercial access off of Navy Boulevard  
 21 and as a result it's absolutely restricted  
 22 from the residential street; is it not?  
 23 MR. JONES: Correct.  
 24 MR. BRISKE: Yes, sir, go ahead.  
 25 MR. ROBINSON: There was an exception done  
 TAYLOR REPORTING SERVICES, INCORPORATED

158

1 a few years ago in '89, where they allowed the  
 2 ECUA to direct 250,000 automobiles at my front  
 3 door down a residential road. Right next door  
 4 to that, they closed it down, it's been vacant  
 5 and unattended, and so forth and it's a  
 6 quagmire, been an absolute nightmare. How  
 7 that got through -- but it did. I wasn't  
 8 equipped to come and voice my concern. I  
 9 didn't understand politics, but that sure  
 03:13 10 threw me into it. Since then it's been done.  
 11 It's like that other quagmire you had earlier,  
 12 to go back and redo it, it was done  
 13 questionably. But if that's the case, it's  
 14 not impacted, it has been impacted and they're  
 15 trying to set a precedent there which they  
 16 just left vacant.  
 17 I'm here because on the east side of this  
 18 property, as well, Grover Robinson has an  
 19 interest in now. He's cleared it for the  
 03:14 20 purpose of the same thing here and it's going  
 21 to impact this residential neighborhood I'm  
 22 certain. They're alleging they have access in  
 23 and out.  
 24 But I'm not here for them. I'm just here  
 25 to make sure a good quorum between me and the  
 TAYLOR REPORTING SERVICES, INCORPORATED

159

1 new owners, that we just want to be good  
 2 neighbors and make certain that they keep  
 3 their building clean and respect the integrity  
 4 of the residential neighborhood.  
 5 MR. BRISKE: We appreciate that. I would  
 6 recommend, obviously, just common sense,  
 7 starting with the owners and just talk to them  
 8 and share some of your concerns, especially  
 9 about the graffiti and stuff and they may just  
 03:14 10 step up and take care of it. If they don't  
 11 and you have to go further, then you have the  
 12 opportunity to speak to code enforcement and  
 13 Mr. Forte with the CRA group, which the whole  
 14 reason, like Horace said, of having an overlay  
 15 district is because they're trying to improve  
 16 the neighborhoods and make them look nicer and  
 17 more esthetically pleasing. So you have some  
 18 opportunity there.  
 19 Of course, I would always encourage you to  
 03:15 20 start with talking with the owner and see if  
 21 you can have a good gentleman's agreement  
 22 about how it's going to go. If that doesn't  
 23 work, of course, you have other things you can  
 24 do.  
 25 MR. ROBINSON: The thing of it is they  
 TAYLOR REPORTING SERVICES, INCORPORATED

160

1 have Realtor agents representing them and you  
 2 don't know who really owns what, to get ahold  
 3 of them and have a respectful conversation  
 4 with them. You really have to search and seek  
 5 them out and find time and all that. Code  
 6 enforcement in the past they've had a  
 7 nightmare down that road since the breach with  
 8 the ECUA was allowed.  
 9 Now, 3830 down the road, the same kind of  
 03:16 10 facility, moving and storage, they are using  
 11 the residential road on Shadow Lawn Lane with  
 12 commercial vehicles in direct conflict with  
 13 what he -- I mean, in contradiction with the  
 14 Land Development Code.  
 15 MR. BRISKE: That's something that you can  
 16 address with the CRA.  
 17 MR. ROBINSON: I just want to make certain  
 18 my voice is heard so when the meeting comes  
 19 that I can attend that and voice anymore  
 03:16 20 concerns I may have. I thank you for your  
 21 time.  
 22 MR. BRISKE: Mr. Woodward.  
 23 MR. WOODWARD: I was just going to give  
 24 him a hint that if you want to find out who  
 25 owns a piece of property, go onto the property  
 TAYLOR REPORTING SERVICES, INCORPORATED

**PLANNING BOARD REZONING HEARINGS - MAY 6, 2013**

**161**

1 appraiser's Website and put in the street  
 2 address.  
 3 MR. ROBINSON: I know it's William. I  
 4 know who the owner is.  
 5 MR. WOODWARD: It doesn't matter to us.  
 6 MR. ROBINSON: I'm just saying, you know,  
 7 it seems to me y'all know a lot of Realtors,  
 8 y'all deal with a lot of Realtors and they  
 9 understand these rules and regulations and  
 03:16 10 restrictions. They're almost like paid  
 11 attorneys up here and the public just seems to  
 12 be broadsided when they get here with all the  
 13 bureaucracy and the exceptions. It's very  
 14 confusing. But I want to establish it very  
 15 clearly, they wouldn't be a good neighbor. I  
 16 had to go over there and just take it upon  
 17 myself, which, you know, was very -- as you  
 18 can see it's not up well, but the buffer zone  
 19 I feel would be essential. And what's going  
 03:17 20 in there. I would like to at least someone  
 21 tell me exactly what their intentions are.  
 22 MR. BRISKE: As we said, we don't consider  
 23 what is going to go in there because it could  
 24 be anything that's on that list. If we  
 25 recommend approval and it gets approved  
 TAYLOR REPORTING SERVICES, INCORPORATED

**162**

1 through the commission, then anything on that  
 2 list is legally permissible. For that reason  
 3 we don't get into what are they going to put  
 4 there. I know that comes up a lot. People  
 5 say why don't you ask that? We're not  
 6 considering that. That's not one of our  
 7 criteria.  
 8 MR. RICHARDSON: It's my concern because I  
 9 live there and keeps me up and it creates a  
 03:17 10 conflict in zoning, if you will, and it's  
 11 legally done and I have to live with it. I've  
 12 been there first, 50 years, and they are new,  
 13 so I just want to make certain they were aware  
 14 of the problems we've had back here on Shadow  
 15 Lawn Lane with this particular business and  
 16 with the allocation of ECUA allowed on the  
 17 residential road that caused quite a conflict  
 18 of zoning.  
 19 So if the owner or representative cares to  
 03:18 20 address any of it, I'll be more than happy to.  
 21 MR. BRISKE: We'll leave that to his  
 22 discretion at this point.  
 23 MR. WOODWARD: I have just one question I  
 24 want to ask Allyson. Looking on the zoning  
 25 map, what happens to that little gap in there  
 TAYLOR REPORTING SERVICES, INCORPORATED

**163**

1 between the C-1 on the front and the C  
 2 whatever we're going to do on the back?  
 3 MS. CAIN: You mean this little --  
 4 MR. WOODWARD: The little yellow dog leg.  
 5 MS. CAIN: Right here?  
 6 MR. WOODWARD: Yes.  
 7 MS. CAIN: It will remain R-2 with the  
 8 rest of this because that's not his property  
 9 that he's wanting to rezone.  
 03:19 10 MR. WOODWARD: Somebody owns that orphaned  
 11 piece of property back there?  
 12 MS. CAIN: I think Mr. Welch bought that  
 13 just recently. I think he just purchased it.  
 14 MR. RICHARDSON: He just purchased it.  
 15 MS. CAIN: It was after this process was  
 16 already in the works. It will stay for now  
 17 R-2 until he wants to try to rezone that  
 18 little piece, if he should.  
 19 MR. RICHARDSON: That might have been a  
 03:19 20 mistake when the zoning line was drawn.  
 21 MS. CAIN: It's a different property  
 22 reference number. It's a different parcel.  
 23 MR. WOODWARD: That's just like elevating  
 24 form over substance. If he's the common owner  
 25 on this whole thing, why don't we let him  
 TAYLOR REPORTING SERVICES, INCORPORATED

**164**

1 orally move to amend his application to  
 2 include that piece of land and get it done?  
 3 MS. CAIN: I believe the owner is here.  
 4 You can probably ask Mr. Welch.  
 5 MR. WEST: That wasn't what was advertised  
 6 so the problem is that the public -- I mean,  
 7 probably no one who is not here is going to  
 8 show up just because that little parcel wasn't  
 9 advertised, but that's the danger, that there  
 03:20 10 may be somebody out there in theory that might  
 11 have a problem with that and they wouldn't  
 12 have had any notice to show up and voice an  
 13 opinion.  
 14 MR. RICHARDSON: May it be resubmitted  
 15 without cost?  
 16 MS. CAIN: You would have to do another  
 17 rezoning for that piece.  
 18 MR. WOODWARD: I'm trying to help you  
 19 avoid having to go through the whole drill  
 03:20 20 again.  
 21 MR. RICHARDSON: We saw that, but didn't  
 22 know how to do it.  
 23 MR. WOODWARD: I understand notice  
 24 provision, but the point of the matter is,  
 25 they had notice of this meeting if they wanted  
 TAYLOR REPORTING SERVICES, INCORPORATED

165

1 to be here, they could be here. We're  
2 suggesting that he do an ore tenus amendment  
3 and they're not here. They weren't concerned  
4 about what fronts the street. How could they  
5 possibly be concerned about what's buried in  
6 the back?

7 MR. ROBINSON: I have an answer, I think,  
8 to clarify it for the Board, if you care to  
9 hear it.

03:21 10 MR. BRISKE: Okay. Mr. Richardson, let  
11 Mr. Robinson come back up. Then after that  
12 we'll ask you to make your final comments.

13 MR. ROBINSON: It was an effort to divide  
14 it. You know, Grover Robinson got involved  
15 with a different Realtor and they got a  
16 different Realtor here and they wanted to  
17 split it. It was all R-2 and he kind of  
18 jumped in, he cleaned it all up, and used the  
19 County's resources and mandates of code  
03:21 20 enforcement. It's just a mess, like I said, a  
21 political mess, that I feel is a conflict of  
22 interest. These people aren't so naïve. They  
23 own the whole property. Go ahead and let's do  
24 the whole thing. But something is not right  
25 here. I appreciate your effort in trying to

TAYLOR REPORTING SERVICES, INCORPORATED

166

1 speed up the process for them, but...

2 MR. BRISKE: Since we have other  
3 information and our attorney has recommended  
4 that we not do it for notice purposes, I would  
5 recommend that we not try to amend at this  
6 point. I think it might be just a little  
7 bit -- give some reasons for someone to  
8 appeal.

9 Mr. Richardson, do you want to come back  
03:22 10 up? You have an opportunity to -- excuse me.  
11 Before I do that, does anyone else in the room  
12 wish to speak on this matter from the public?  
13 I hereby close the public comment section.

14 Mr. Richardson, your comments, please,  
15 your closing comments.

16 MR. RICHARDSON: We certainly appreciate  
17 the man coming up and his concerns for the  
18 neighborhood. Mr. Welch, the new owner, is  
19 definitely concerned about the neighborhood.  
03:22 20 There was graffiti on the buildings and I was  
21 hoping that maybe the neighbor could tell us  
22 who put it there since he's able to see  
23 everything going on. And I appreciate him  
24 putting the fence back up. But since then  
25 Mr. Welch has had a chain link fence put up by

TAYLOR REPORTING SERVICES, INCORPORATED

167

1 a local fence company surrounding the  
2 property, cutting off that back part to Shadow  
3 Lawn. He's repainted part of the buildings  
4 and we're waiting on a CRA commitment now that  
5 we're fixing to submit to help with the  
6 painting and signage and stuff like that. So  
7 the property has been improved quite a bit.

8 That debris on the back, that's really on  
9 County property. It's not on the owner's  
03:23 10 property. It's back behind the fence. We  
11 didn't even know it was there.

12 There are no trucks coming up and down  
13 that lane. There is a sign that has been put  
14 in. Apparently he was instrumental in getting  
15 that done. It's going to be a very improved  
16 neighborhood, you know, and he should be proud  
17 of it and we will be glad to have him come  
18 anytime and look through it.

19 MR. BRISKE: That's great. We always  
03:24 20 encourage property owners to work together.  
21 He's given you an open invitation here to come  
22 over and discuss it and I encourage you to do  
23 that.

24 Any other questions for Mr. Richardson?  
25 (Motion by Mr. Woodward.)

TAYLOR REPORTING SERVICES, INCORPORATED

168

1 MR. WOODWARD: I move we approve the  
2 application.

3 MR. WINGATE: Second.

4 MR. BRISKE: A motion to approve and a  
5 second. Any further discussion? All those in  
6 favor, say aye.

7 (Board members vote.)

8 MR. BRISKE: Opposed?

9 (None.)

03:24 10 MR. BRISKE: The motion carries.

11 (The motion passed unanimously.)

12 MR. RICHARDSON: Thank you. I appreciate  
13 it.

14 (Conclusion of Case Z-2013-09. The  
15 transcript continues on Page 169.)

16 \* \* \*

17

18

19

20

21

22

23

24

25

TAYLOR REPORTING SERVICES, INCORPORATED

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### GROWTH MANAGEMENT REPORT – Continued

#### II. ACTION ITEMS

##### 1. Planning Board Appointment ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, appointing Rodger Lowery to serve as an At-large appointment to the Escambia County Planning Board to fill the unexpired term of Mr. David Woodward, effective July 10, 2014, through April 4, 2015.

##### 2. Dock Right-of-Way ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving the permitting of a dock on right-of-way that has been dedicated to the public but not yet opened, maintained, or otherwise accepted by the County (*in front of 2800 Bayou Grande Boulevard*), per (*Escambia County Land Development Code*) LDC 7.05.00.C.12.g; on August 8, 2013, the Board adopted Ordinance 2013-37 to establish a process to obtain permits for construction of docks and piers on right-of-way that have been dedicated to the public but not yet opened, maintained, or otherwise accepted by the County, upon authorization by the Board of County Commissioners; this change to LDC Article 7 was based upon the fact that there are many platted subdivisions that dedicate waterfront right-of-way to the public and, in many instances, the County has not accepted these dedications; upland property owners often desire to build docks, piers, and similar structures on or across the area dedicated to the public.

#### III. CONSENT AGENDA

##### 1. Scheduling of Public Hearings ►

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried unanimously, authorizing the scheduling of the following two Public Hearings:

- A. July 24, 2014, at 5:45 p.m. – A Public Hearing – LDC Ordinance – Articles 3, 6, and 11 – Funeral Establishments, Cemeteries, Cinerators, and Related Services; and

(Continued on Page 14)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-6414

Growth Management Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 07/10/2014

Issue: At-Large Appointment to the Escambia County Planning Board

From: Horace Jones, Interim Department Director

Organization: Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning an At-Large Appointment to the Planning Board**

That the Board take the following action concerning an at-large appointment to the Escambia County Planning Board, to fill the unexpired term of Mr. David Woodward, effective July 10, 2014, through April 4, 2015:

A. Appoint Rodger Lowery;

OR

B. Appoint Timothy Bryan.

**BACKGROUND:**

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03 specify two-year staggered terms of office for at-large members of the Planning Board. On April 5, 2012 Mr. Woodward was appointed to fill the unexpired term of Steven Barry, effective April 5, 2012, through April 15, 2013. On April 2, 2013 Mr. Woodward was reappointed to serve a two-year term, effective April 5, 2013, through April 4, 2015. Mr. Woodward resigned on May 9, 2014.

Mr. Lowery and Mr. Bryan have expressed a desire to serve on the Planning Board. Their resumes are attached for your review.

**BUDGETARY IMPACT:**

No budgetary impact are expected as a result of the recommended Board action.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6736

Written Communication 7. B.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** Request from Bay Design Associates Architects, P.L., Section 179D Allocation Letter

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

August 27, 2014, communication from George D. Williams, AIA, of Bay Design Associates Architects, P.L., requesting that the Board approve the Section 179D Allocation for his firm.

Recommendation: That the Board take the following action concerning a Written Communication from Bay Design Associates Architects, P.L.:

A. Waive the Board's Policy Section I, Part A.4, Public Forum and Written Communications for Board of County Commissioners' Meetings, to allow the Board to consider a Written Communication request, which was received after the Agenda deadline; and

B. Consider the request in a letter dated August 27, 2014, by George D. Williams, AIA, of Bay Design Associates Architects, P.L., asking that the Board approve for his firm the execution of a Section 179D Allocation Letter, as provided, which would allow for an income tax deduction, for the work performed on the Escambia County Central Office Building.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

**Attachments**

Letter from Bay Design Associates Architects

---



27 August 2014

Mr. Jack Brown  
County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

RE: **Escambia County Central Office Building – Commercial Building  
Deduction  
Section 179D Allocation Letter**

Mr. Brown:

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, and interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant or energy services provider.

Bay Design Associates Architects, P.L. hereby requests approval from Escambia County for execution of the attached Section 179D Allocation Letter for the work performed on the Escambia County Central Office Building

Please let us know if you have any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "George D. Williams".

George D. Williams, AIA  
For the firm

bay design associates architects, p.l.  
architecture + sustainability  
720 bayfront parkway  
Suite 200  
pensacola, florida 32502  
ring 850.432.0706  
fax 850.433.0508  
baydesign.com

## **SECTION 179D ALLOCATION**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, and interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant or energy services provider. *Escambia County* hereby allocates the Section 179D deduction for the property described below to *Bay Design Associates Architects, P.L.*

<b>Owner Representative Information</b>	
<b>Representative Name:</b>	
<b>Government Entity Name</b>	Escambia County
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>E-mail:</b>	

<b>Designer Representative Information</b>	
<b>Representative Name:</b>	George Williams
<b>Designer Entity Name</b>	Bay Design Associates Architects, P.L.
<b>Title:</b>	Partner/Manager
<b>Address:</b>	720 Bayfront Parkway, Ste. 200 Pensacola, FL 32505
<b>Telephone Number:</b>	(850) 432-0706
<b>Representative E-mail:</b>	george@baydesign.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

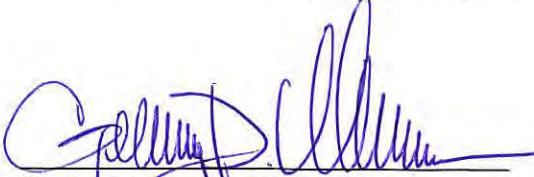
The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

Property Name	Property Address	Placed in Service	Cost of Property	Allocated Systems	Allocation Percentage
Escambia County Central Office Building	3363 W. Park Pl. Pensacola, FL 32505	August 2010	\$12,500,000	HVAC and hot water, lighting, and building envelope	100%

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Signature (Escambia County Representative)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
(Bay Design Associates Architects, P.L. Representative)

27 AUGUST 2014  
\_\_\_\_\_  
Date



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6558

Public Hearings 9.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** 5:31 p.m. Public Hearing Concerning Amending The Assessment of Teen Court Additional Court Costs Ordinance

**From:** Kristin Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 34, Section 34-9(a), of the Escambia County Code of Ordinances, related to the assessment of Teen Court additional court costs.

Recommendation: That the Board approve the rescheduling of the 5:31 p.m. Public Hearing to be held on September 9, 2014, at 5:04 p.m., to adopt an Ordinance amending Chapter 34, Section 34-9(a), of the Escambia County Code of Ordinances, relating to the assessment of Teen Court additional court costs for certain penalties.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

#### **Attachments**

Ordinance

---



**ORDINANCE 2014-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART 1, CHAPTER 34, SECTION 34-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF TEEN COURT ADDITIONAL COURT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority granted in §938.19, Florida Statutes, the Board of County Commissioners previously enacted the Teen Court Assessment Ordinance (2005-51) providing for an assessment of additional court costs for certain penalties; and

**WHEREAS**, the Board of County Commissioners finds that the County's Ordinance relating to the assessment of teen court additional court costs requires amendment to better ensure the well being of the public; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendment serves an important public purpose.

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

**Section 1.** Chapter 34, Section 34-9(a) of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

**Sec. 34-9. Teen Court Additional Court Cost.**

- (a) **Assessment Imposed.** The Board of County Commissioners hereby assess an additional court cost of \$3.00 to be imposed by the court when a person pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, a violation of a criminal law, and a delinquent act, or a municipal or county ordinance, or who pays a fine or civil penalty for any violation of F.S. ch. 316. Any person whose adjudication is withheld under F.S. §318.14(9) or 318.14(10) shall be assessed the cost.

**Section 2. Severability.**

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 3. Inclusion in the Code.**



It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

**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 of the Court

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

(SEAL)

Approved as to form and legal  
sufficiency:

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6689

Public Hearings 10.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** 5:32 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

**Organization:** Community Affairs

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 10, Article 1, Section 10-3, of Escambia County Code of Ordinances (Community Cat Management Ordinance).

Recommendation: That the Board approve the rescheduling of the 5:32 p.m. Public Hearing, to be held on September 9, 2014, at 5:03 p.m., to 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 was amended to address concerns presented by those organizations. At the August 12, 2014 the Committee of the Whole, the Board approved 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**

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 *Serinus 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) The provisions of this section shall not apply to any portion of Santa Rosa Island or Perdido Key under the jurisdiction of Escambia County.
- (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)

Enacted:  
Filed with Department of State:  
Effective:

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

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

*[Signature]* Assistant County Attorney  
8/10/14



# 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-6711

Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 09/04/2014

Issue: Acceptance of a Document Provided to the Clerk to the Board's Office

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

Organization: Clerk & Comptroller's Office

---

## **Recommendation:**

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

That the Board accept, for filing with the Board's Minutes, a copy of the Oath of Office for Escambia County Health Facilities Member Eugene Franklin, for a four year term, commencing August 22, 2014, through August 21, 2018, as provided to the Clerk to the Board's Office via e-mail on August 21, 2014, by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority.

---

## **Attachments**

Oath of Office for Eugene Franklin

---

**Liz Carew (COC)**

---

**From:** PG Drummond <pgdrummond@ehealthfinance.org>  
**Sent:** Thursday, August 21, 2014 12:02 PM  
**To:** Liz Carew (COC)  
**Subject:** Oath of Office for Eugene Franklin  
**Attachments:** Franklin Oath of Office 8-19-14.pdf

Ms. Carew:

Attached for filing with the Office of Clerk to the Board is the PDF copy of the Oath of Office for Mr. Eugene Franklin who was reappointed to the Authority for a new four year term. Please let me know if you need additional information. Thank you for your assistance.

Paula Drummond

Paula G. Drummond  
Executive Director  
Escambia County Health Facilities Authority  
PO Box 2667  
Pensacola, FL 32513-2667  
(850) 432-7555

NOTICE: The content of email sent to the Authority, along with email addresses, are public records. If you do not want your information to be released in connection with a public records request, do not send email to this address. Send a letter or give us a call at the above number.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY**

1019 N. 12<sup>th</sup> Avenue • Pensacola, FL 32501

Mailing Address:

P.O. Box 2667

Pensacola, FL 32513-2667

(850) 432-7555

(850) 433-8845 fax

**OATH OF OFFICE**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

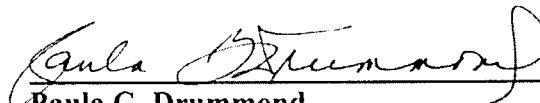
I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

  
Eugene Franklin

The foregoing was acknowledged before me on this 19<sup>th</sup> day of August, 2014 by Eugene Franklin who is personally known to me and who did take an oath.



PAULA G. DRUMMOND  
MY COMMISSION # FF 014871  
EXPIRES: September 6, 2017  
Bonded Thru Budget Notary Services

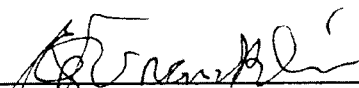
  
Paula G. Drummond  
My Commission Expires: 9/06/2017

\* \* \* \*

Florida Department of State  
Division of Elections  
Tallahassee, FL

Hon. Pam Childers  
Clerk of Court for Escambia County, FL  
Pensacola, FL

By my signature affixed hereto on this 19<sup>th</sup> day of August 2014, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2014 to August 21, 2018. The above is the oath taken by me.

  
Eugene Franklin  
5553 Shadow Grove Blvd.  
Pensacola, FL 32526



# 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-6726**

**Clerk & Comptroller's Report 11. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/04/2014

**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 August 21, 2014; and

B. Approve the Minutes of the Regular Board Meeting held August 21, 2014; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 12, 2014.

**(Item C to be distributed under separate cover)**

---

**Attachments**

**20140821 Agenda Work Session**

---

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD AUGUST 21, 2014  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:13 a.m. – 11:15 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, Administrative Specialist, Clerk & Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the August 21, 2014, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter and County Attorney Rogers reviewed the Regular BCC Agenda, with comments from Reverend John Powell, who requested that the Board consider his request for funding for Truth for Youth, Gerald Wingate, Horace Jones, Keith Wilkins, Joy Blackmon, David Wheeler, and John Robinson;
  - 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 Amy Lovoy and Edward P. Fleming, who commented concerning CAR II-35 and jail matters; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6724

Growth Management Report 11. 1.

#### BCC Regular Meeting

**Meeting Date:** 09/04/2014

**Issue:** Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on August 5, 2014

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on August 5, 2014

That the Board approve rescheduling for September 25, 2014, the Review of the Planning Board's recommendations for Rezoning Cases Z-2014-11 and Z-2014-12, which were heard by the Planning Board on August 5, 2014.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6725**

**Growth Management Report 11. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/04/2014

**Issue:** 5:45 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board approve the rescheduling of the 5:45 p.m., Public Hearing to be held September 25, 2014, at 5:46 p.m., to adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on August 5, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6707

Growth Management Report 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 09/04/2014

Issue: 5:46 p.m. - LDC Ordinance - Articles 3, 6 and 7, Recycling Facilities

From: Horace Jones, Interim Department Director

Organization: Development Services

---

#### **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board approve the rescheduling of the 5:46 p.m., Public Hearing to be held at a Special Board of County Commissioners' Meeting on Tuesday, September 23, 2014, at 5:02 p.m., to review an Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.0 (b) and F.S. 125.66 (4) (b).

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6677**

**Growth Management Report 11. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/04/2014

**Issue:** Schedule of Public Hearings

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

A. September 25, 2014

5:47 p.m. - A Public Hearing - LSA 2014-03 - 9600 W Nine Mile Road

B. October 9, 2014

5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on September 2, 2014:

**Case No.: Z-2014-13**

Address: 1170 Blue Oval Lane

Property Reference No.: 29-1N-31-3301-000-000

Property Size: 3.54 (+/-) acres

From: V-1, Villages Single-Family Residential District (one du/acre)

To: VR-2, Villages Rural Residential District (one du/.75 acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 5

Requested by: Tim Kelly and Debra Perry, Owners

**Case No.: Z-2014-14**

Address: 8400 Blk Cedar Springs Road

Property Reference No.: 25-3N-32-1400-000-000

Property Size: 25.34 (+/-) acres

From: VAG-1, Villages Agriculture District (five du/100 acres on one acre parcels)

To: VAG-2, Villages Agriculture District (one du/five acres)  
FLU Category: AG, Agriculture  
Commissioner District: 5  
Requested by: Christopher Carmen, Agent for David and Andrea Saguan, Owners

**Case No.: Z-2014-16**

Address: 2840 Pine Forest Road  
Property Reference No.: 38-1N-31-2301-000-000  
Property Size: 12.23 (+/-) acres  
From: VR-2, Villages Rural Residential District (one du/.75 acre)  
To: V-3, Villages Single-Family Residential District (five du/acre)  
FLU Category: MU-S, Mixed-Use Suburban  
Commissioner District: 5  
Requested by: Wiley C. "Buddy" Page, Agent for Daniel and Rhonda Cobb, Owners

**Case No.: Z-2014-18**

Address: 7170 Blue Angel Parkway  
Property Reference No.: 25-1S-31-2101-001-002  
Property Size: 4.66 (+/-) acres  
From: R-R, Rural Residential District (cumulative) (two du/acre)  
To: C-1, Retail Commercial District (cumulative) (25 du/acre)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 1  
Requested by: Wiley C. "Buddy" Page, Agent for Doris Minchew, Owner

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6592

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: Memorandum of Understanding for Mutual Aid from the Civil Air Patrol

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Memorandum of Understanding by and between the Civil Air Patrol through Its Florida Wing and the Escambia County Board of County Commissioners - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between the Civil Air Patrol (CAP), through Its Florida Wing and the Escambia County Board of County Commissioners that identifies parameters, roles, and responsibilities for potential mutual aid support services that may be requested by the Board from the CAP during disaster response and recovery activities coordinated through the County Emergency Operations Center (EOC).

#### **BACKGROUND:**

The Civil Air Patrol (CAP) is one of the partner organizations that is represented in the County EOC when the EOC is activated in response to a disaster incident or planned event as appropriate. This MOU provides identification and clarification of the potential services that the CAP can make available to the Board in support of the coordinated response and recovery efforts for disaster threats and impacts in the community. The MOU identifies parameters, roles, and responsibilities, to include expense reimbursement should the services be requested by the County for such support. There are no automatic or recurring expenses associated with this MOU.

#### **BUDGETARY IMPACT:**

There are no recurring or automatic expenses associated with this MOU.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual approved the MOU as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires such documents be approved by it.

**IMPLEMENTATION/COORDINATION:**

Oversight and any potential implementation of the MOU will be coordinated by John Dosh, the Escambia County Emergency Management Manager in cooperation with the CAP.

---

**Attachments**

Civil Air Patrol-BCC MOU 2014

---

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CIVIL AIR PATROL THROUGH ITS FLORIDA WING  
AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**I. Purpose.** The Escambia County Board of County Commissioners (ECBOC) and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding (MOU) describes the procedures by which ECBOC may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and ECBOC are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

**II. Parties.** This MOU is between CAP, through its Florida Wing, and ECBOC.

**A. Civil Air Patrol.** CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307) Missions flown under this MOU are "corporate missions." Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the USAF can assign "Air Force Assigned Missions" (AFAMs). See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441-9442) and procedures to request "Air Force assigned missions" (or AFAMs)

**1. Florida Wing, CAP.** Florida Wing is an administrative subdivision of CAP and not a separate legal entity from CAP. CAP is generally organized along geographic lines and Florida Wing's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by Florida Wing. Contact information is included as Attachment A. (The parties may update Attachment A unilaterally by e-mail or other writing.)

**2. CAP Members.** CAP members are volunteers in public service. Members pay an annual membership fee to join and participate in CAP. "Members," as volunteers are not "employees." Although CAP may have employees in the state, their duties as employees are administrative in nature and do not include participating in CAP missions. Florida Wing may use CAP members of units from outside of wing of Florida to perform missions under this MOU. All CAP members shall be deemed members of Florida Wing while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

**3. CAP-USAF.** The United States and Civil Air Patrol – United States Air Force (CAP-USAF) are not a party to this agreement. See Attachment AF.

**B. Escambia County Board of Commissioners.**

**1. The Escambia County Emergency Services.** The ECBOC, through its Escambia County Emergency Services (ECES), provides the coordination of emergency services

within Escambia County including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering services. Pursuant to Chapter 252, Florida Statutes, the ECBOC, through ECES, also coordinate the relief activities of both public and private relief or disaster assistance organizations that agree to volunteer their services under the direction and guidance of Escambia County authorities. Escambia County may utilize personnel and facilities of Florida Wing CAP for relief or disaster assistance organizations, churches, temples and synagogues in the distribution of food, relief supplies, medicines and other items and temporary shelters as part of the restoration or reconstruction of community services and essential facilities when deemed necessary. (ECES contact information is found in Attachment A.)

**2. Other State or Local Agencies.** Other agencies of the State of Florida or local government agencies within the State of Florida that request CAP assistance may submit an abbreviated MOU (such as a letter executed by both parties) that incorporates the terms and conditions of this MOU by reference. An abbreviated MOU should refer to the MOU Registration Number on the cover page of this Agreement and attach a copy of this MOU.

**3. State of Florida – Florida Wing Relationship.** There is no statutory relationship between the State of Florida and the Florida Wing CAP.

### **III. CAP Mission Capabilities & Limitations.**

#### **A. Capabilities.**

**1. Objectives.** CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare. (36 U.S.C. §40302) CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.

**2. Operations.** Florida Wing CAP assistance to ECBOC may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift subject to regulatory restrictions discussed herein. Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams used in search and rescue (SAR) missions. Ground teams are prohibited from participating in CD or other law enforcement missions.

#### **B. Limitations.**

**1. Priority of Missions.** ECBOC understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources which may affect availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other DoD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.



2. **Law.** CAP does not have any special exemption from civil or criminal law. Nothing in this agreement shall be read to require any party or signatory to act in violation of the law or applicable regulations. Furthermore, none of the provisions in this MOU is intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.

a. **Federal Aviation Regulations.** Civil Air Patrol pilots, most of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs.) FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. (See Attachment C, CAP Missions and Pilot Limitations)

b. **Assistance to Law Enforcement.** CAP regulations limit assistance to law enforcement agencies to "passive assistance."

CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the Wing and Region Commanders and coordinated with (the National Operations Center (NOC) at 888-211-1812 or [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov).) All CAP flights will be in accordance with CAPR 60-1.

(CAPR 900-3 paragraph 3a.[In part]

c. **CAP Directives.** CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action. (See references below)

3. **Risk Management.** CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

IV. **Emergency Missions.** For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, see Attachment *AF* for criteria and procedures for requesting an AFAM.

V. **Requesting Missions – In General.** Any and all mission requests may be submitted to the NOC at 888-211-1812 or [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov). Reimbursement will be made in accordance with paragraphs V and VII. Corporate missions may include, but are not limited to:

**A. Air and Ground Search and Rescue (SAR) Operations.** See Attachment AF regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

**B. Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

**C. Disaster Mitigation and Relief (DR) Operations.** DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). See Attachment AF regarding requests for DR missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

**D. SAR/DR Training Missions.** See Attachment AF regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

**E. Homeland Security (HLS).** See Attachment AF regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

**F. Aerial Reconnaissance of Ground Conditions and Surface Traffic for ECBOC.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: in the event of an "environmental disaster," ECBOC may be able to request an AFAM in accordance with Attachment AF). Participation of ECBOC personnel in these aerial reconnaissance missions is discussed in paragraph V., G. below.

**G. Agency Crewmembers.** ECBOC may request CAP aircraft and aircrew as an aerial platform from which ECBOC officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph V.F. above) or operation of an airborne repeater. ECBOC officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 60-1, CAP Flight Management. ECBOC officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers."

**H. Air Transportation of Cargo and Passengers.** Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (1) and (2) below. Such missions shall be performed without reimbursement or payment of any kind from sources outside of CAP due to FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or Florida Wing CAP but such missions may be limited due to availability of funding):

1. **Human Organs, Tissues, and Medical Supplies.** CAP may perform missions to transport organs, tissues, medical supplies at request of ECBOC for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

2. **ECBOC Officials/Other Non-CAP Passengers.** CAP may transport ECBOC officials and other non-CAP passengers approved in accordance with CAPR 60-1.

**VI. Command, Control, Coordination and Cooperation:**

A. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

B. Both Florida Wing CAP and ECBOC agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with ECES personnel in disaster relief missions.

**VII. Reimbursement.** Reimbursement to Florida Wing for missions will be as follows:

A. **Reimbursement for Corporate Missions.** When ECBOC reimbursement is required by Florida Wing for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support* Attachment 1 (a copy of which is provided as Attachment D and incorporated herein by reference) The parties agree that Attachment D, as revised from time to time by Civil Air Patrol and approved by CAP-USAF and the FAA, will be the basis for determining reimbursement. Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

B. **Restrictions on Billing.** Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if Florida Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), Florida Wing may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

**VIII. Liabilities: Insurance, Workers Compensation & Related Matters.**

A. **State Protections.** There are no Florida benefits afforded CAP and its members such as workers compensation or liability protection. CAP third party liability and personal injury coverage available to the corporation and its members are generally outlined in CAP Regulation 900-5.

B. **CAP Protections.** In addition to protections afforded in paragraph VIII.A. above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program* and 112-10, *Indemnification*.

**C. No Federal Protections.** CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, Federal Tort Claims Act (FTCA) (10 U.S.C. §9442(b) (2); 28 U.S.C. §§2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. §8141) do not apply.

**D. Indemnification.** CAP agrees to protect, defend, indemnify, save, and hold harmless the State of Florida, ECBOC and ECES, agencies, boards and commissions, their officers, agents, servants and employees including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission CAP, its agents, volunteers, servants, and employees, or any and all cost expense and/or attorney fees incurred by the ECBOC and ECES as a result of any claim, demand, and/or cause of action regarding CAP's services or support under this MOU except for those claims, demands, and/or causes of action arising out of the negligence of the State of Florida, ECBOC and ECES, agencies, boards, commissions, their agents, representatives, and/or employees.

#### **IX. Air Force Provisions.**

**A.** The subject MOU is between CAP Corporation and ECBOC and is not an agreement with CAP as the Air Force Auxiliary.

**B.** The United States Air Force has priority in the use of CAP equipment bought with appropriated funds. The priority for utilizing CAP resources is: (1) USAF; (2) Other DoD departments and agencies; (3) other Federal departments and agencies; (4) State agencies; and (5) local agencies.

**C.** CAP volunteers flying missions under this MOU are not eligible for FTCA or FECA benefits.

**D.** No Air Force Assigned Missions (AFAM) will be assigned pursuant to this MOU.

**E.** Missions flown and funded under this MOU are not eligible for payment or reimbursement from the federal government.

#### **X. Effective Date, Term, Termination, and Approval Provisions.**

**A. Effective Date.** The terms of this MOU will become effective as of the date signed by both parties.

**B. Term.** This MOU shall be effective for a period of five years from its effective date.

**C. Amendment.** This MOU embodies the entire terms and understandings of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph IX and Attachment AF)

**D. Termination.** The parties may terminate this MOU at any time upon sixty day (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment A and the addresses below).

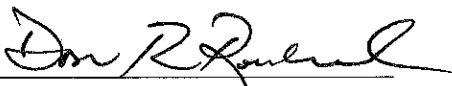
National Headquarters, Civil Air Patrol  
Attention: DO  
105 S. Hansell St.  
Maxwell AFB, AL 36112

Escambia County  
Attention: Chairman  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

**IN WITNESS WHEREOF**, this MOU has been executed by the parties herein:


Florida Wing,  
Civil Air Patrol

State of Florida,  
Escambia County

by:   
**Don R Rowland,**  
Chief Operating Officer, CAP  
National Headquarter

by: \_\_\_\_\_  
**Lumon J. May**  
Chairman

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 8/11/14

Date 30 July 2014

Date \_\_\_\_\_

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

by: \_\_\_\_\_  
Deputy Clerk  
(Seal)

AF	Untitled AF Involvement Attachment
A	Contact Information
B	Table: CAP Missions and Pilot Limitations
C	CAP Regulation 173-3, <i>Payment for Civil Air Patrol Support</i> , Attachment 1, Reimbursement Rates

CAP Regulations - 60 series including:  
 CAP Regulation 60-1, *Flight Management*  
 CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*  
 CAP Regulation 112-10, *Indemnification*  
 CAP Regulation 173-3, *Payment for Civil Air Patrol Support*  
 CAP Regulation 900-3, *Firearms - Assistance to Law Enforcement Officials*  
 CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program*

Attachment AF

**AIR FORCE ASSIGNED MISSIONS**

1. The following are potential Air Force Assigned Missions (AFAM):

**a. Air and Ground Search and Rescue (SAR) Operations.** CAP, as the Air Force Auxiliary performs SAR missions to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters (ELTs), and persons in distress. For more information on how to request an AFAM SAR mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

**b. Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

**c. Disaster Mitigation and Relief (DR) Operations.** DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). For more information on how to request a Disaster Mitigation and Relief mission, contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 800-366-0051.

**d. SAR/DR Training Missions.** SAR/DR training missions are joint training missions with CAP and the State Agency. For more information on how to request a SAR/DR training mission contact the appropriate State Director. (See Attachment A – Contact Information).

**e. Homeland Security (HLS).** Department of Defense and Air Force policy on HLS missions CAP may be tasked to perform in support of civil authorities is still evolving. For more information on how to request a Homeland Security mission, contact the CAP National Operations Center (NOC) at 888-211-1812 or [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov).

2. For information on any other above AFAM, you may also contact the NOC at 888-211-1812.

**CONTACT INFORMATION**

<b>CIVIL AIR PATROL</b> Contact Information as of 27 April 2014			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	CAP-National Operations Center	W: 888-221-1812/334-953-5823/ 334-953-4242 DSN: 493-5823 DSN: 493-4242 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Maxwell AFB, AL
Planning & Miscellaneous-AFAM	CAP-National Operations Center	W: 888-221-1812/334-953-5823/ 334-953-4242 DSN: 493-5823 DSN: 493-4242 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Maxwell AFB, AL
Search and Rescue (MOU paragraph 5a)	Air Force Rescue Coordination Center (AFRCC) 24/7/365	W: 800-851-3051 DSN: 523-5955 Commercial: 850-523-5955 E: <a href="mailto:afrec.console@tyndall.af.mil">afrec.console@tyndall.af.mil</a>	Tyndall AFB, FL
Assistant Director of Operations (ADO)	Jerry Angley SER CAP-USAF ADO	(O) 407-646-4247 (Cell) 407-947-2131 email: <a href="mailto:jcangley@aol.com">jcangley@aol.com</a>	
Mercy Missions (MOU Paragraph 5b)	Air Force Rescue Coordination Center (AFRCC) 24/7/365	W: 800-851-3051 DSN: 523-5955 Commercial: 850-523-5955 E: <a href="mailto:afrec.console@tyndall.af.mil">afrec.console@tyndall.af.mil</a>	Tyndall AFB, FL
Disaster Mitigation & Relief (DR) (MOU Paragraph 5c)	601 AOC/JA 24/7/365	W: (Tyndall Operator) 800-896-8806 DSN: 523-5775 Commercial: 850-523-5955 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Tyndall AFB, FL
SAR/DR Training (MOU Paragraph 5d)	CAP-National Operations Center	W: 888-221-1812/334-953-5823/ 334-953-4242 DSN: 493-5823 DSN: 493-4242 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Maxwell AFB, AL
Homeland Security (HLS) (MOU Paragraph 5e)	CAP National Operations Center	W: 888-221-1812/334-953-5823/ 334-953-4242 DSN: 493-5823 DSN: 493-4242 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Maxwell AFB, AL
Corporate Missions (MOU Paragraph 6.)	CAP National Operations Center	W: 888-221-1812/334-953-5823/ 334-953-4242 DSN: 493-5823 DSN: 493-4242 E: <a href="mailto:opscenter@capnhq.gov">opscenter@capnhq.gov</a>	Maxwell AFB, AL



## Attachment A, Continued

**CONTACT INFORMATION**

<b>STATE AGENCY</b>			
Contact Information as of 27 April 2014			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
Planning & Miscellaneous	Escambia County Emergency Manager	W: 850-471-6409 F: 850-471-6455 H: P: C: E: john_dosh@myescambia.com	Escambia County EOC 6575 North "W" Street Pensacola, FL 32505
Billing	Escambia County Emergency Manager	W: 850-471-6409 F: 850-471-6455 H: P: C: E: john_dosh@myescambia.com	Escambia County EOC 6575 North "W" Street Pensacola, FL 32505
Operations	Escambia County Emergency Manager	W: 850-471-6409 F: 850-471-6455 H: P: C: E: john_dosh@myescambia.com	Escambia County EOC 6575 North "W" Street Pensacola, FL 32505

# Attachment C

## TABLE: CAP MISSIONS AND PILOT LIMITATIONS

### CAP MISSIONS AND PILOT LIMITATIONS

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Air Force Assigned Missions (AFAMs)	Pilot crewmembers, CAP members, Armed Services, Authorized Government Employees	A or B Reimbursed or Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	In accordance with CAPR 173-3	Exemption 6771
		C Reimbursed or Not Reimbursed	See Aerial Work Operations			
	Other Passengers	A	Any	Private Pilot	Fuel, oil, airport expenditures, or rental fees	FAR 61.113(e)
		B or C Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
Aerial Work Operations (Aerial imaging, radio relay)	Crewmembers (FAR 1.1)	Any	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
	Passengers or Non-CAP Property	Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation

Attachment B

**TABLE: CAP MISSIONS AND PILOT LIMITATIONS (cont'd)**

						1997-23
IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7, AFROTC, AFJROTC Orientation Flights	Pilot, CAP Cadets, AFROTC Cadets, AFJROTC Cadets	A AF Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
			Member Furnished	Private Pilot	IAW CAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	IAW CAPR 173-3	
		B Reimbursed with other than AF Funds	Any	Commercial	Any Expenses Authorized by CAP	
Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	Commercial Pilot with Instrument Rating or ATP	Any Expenses Authorized by CAP	Exemption 6771, CAPR
Transportation	Passengers or Non-CAP Property	A & B Reimbursed Or C Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		C Reimbursed	Any	Not Authorized - Part 135	N/A	FAR 119.1

**Note 1:** Pilot may not receive reimbursement, but pilot may log flight time.

**Note 2:** Exemptions cited reflect the current extension (A, B, C, etc.).

## Attachment B

**TABLE: CAP MISSIONS AND PILOT LIMITATIONS (cont'd)**

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7, AFJROTC, AFJROTC Cadets Orientation Flights	Pilot, CAP Cadets, AFJROTC Cadets, AFJROTC Cadets	A AF Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 10593
			Member Furnished	Private Pilot	IAW CAPR 173-3	
		B Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
			Member Furnished	Private Pilot	IAW CAPR 173-3	
		B Reimbursed with other than AF Funds	Any	Commercial	Any Expenses Authorized by CAP	
<del>Teacher Orientation Program</del>	<del>Pilot, CAP, AF Members</del>	<del>Reimbursed</del>	<del>Any</del>	<del>Commercial</del>	<del>Any Expenses Authorized by CAP</del>	
Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	Commercial Pilot with Instrument Rating or ATP	Any Expenses Authorized by CAP	Exemption 10593, CAPR
Transportation	Passengers or Non-CAP Property	A & B Reimbursed Or C Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		C Reimbursed	Any	Not Authorized - Part 135	N/A	FAR 119.1

Note 1: Pilot may not receive reimbursement, but pilot may log flight time.

# Attachment C CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES

CAPR 173-3 ATTACHMENT 1 1 JULY 2013

7

## **Attachment 1 – Aircraft Flying Hour Maintenance Payment Rates**

The rates in these tables are calculated from actual reported maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design and model, affect CAP expenditures for maintenance. CAP has elected to establish overall fleet rates for only the models of aircraft in the CAP corporate fleet.

Wings participating in the national consolidated maintenance program will not have maintenance funds paid to the wing. In addition, the Category “B” and “C” maintenance mission funds collected by those wings must be forwarded to NHQ so the funds can be used to maintain the wing’s aircraft.

**Effective 1 July 2013**

**Table 1. “Dry” Hourly Reimbursement Rates for all sorties flown on or after 1 July 2013 on USAF requested CAP or member-funded missions**

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	182RG	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$38.00	\$45.00	\$100.00	\$79.00	\$94.00	\$62.00	\$48.00	\$144.00	\$64.00

The above rates include only minor maintenance and are not generally related to engine horsepower because engine expenses are managed under CAP’s major maintenance program.

**Table 2. “Dry” Hourly Reimbursement Rates for all sorties flown on or after 1 July 2013 on USAF requested CAP or member-funded missions**

Manuf.	Cessna	Cessna	Cessna	Cessna	Cessna	Cessna	Gippsland	de Havilland	Maule
Model	172	182	182RG	SP 182Q	A185F*	206	GA-8	DHC-2*	MT-7-235
Cost/hr	\$38.00	\$45.00	\$100.00	\$79.00	\$94.00	\$62.00	\$48.00	\$144.00	\$64.00

### **Notes:**

1. “Basic Hourly Rate” for single-engine corporate or member-owned/furnished aircraft not listed above: \$38.00.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.
  - a. Use in Air Force assigned missions requires approval by the appropriate Air Force approval authority. It also requires the member to complete an Air Force hold harmless agreement.
  - b. Use in corporate missions requires approval by the wing/region commander or director of operations/director of emergency services.
  - c. Single-engine member-owned or member-furnished aircraft models that have been approved in accordance with this note but are not listed in the table above will be reimbursed at the “Basic Hourly Rate.”

Attachment C  
**CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES (cont'd.)**

8

CAPR 173-3 ATTACHMENT 1 (CONT'D) 1 JULY 2013

3. The use of all twin-engine aircraft for any mission requires prior approval through the wing/region **and** the NOC; the NOC will coordinate with the appropriate Air Force approval authority when required for Air Force Assigned Missions (AFAM) and coordinate establishing a reimbursement rate for the aircraft. Wings/regions should send requests well in advance to the NOC at [opscenter@capnhq.gov](mailto:opscenter@capnhq.gov). Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing. Additional requirements for the use of member-owned/furnished aircraft on AFAMs can be found in CAPR 60-1.
4. Aircraft fuel, lubricants, de-icing services and other mission essential supplies are authorized for participation in Air Force-assigned reimbursable missions and are in addition to the above rates (receipts required).
5. Corporate glider tow aircraft are reimbursed at the appropriate rate for their model classification. Reimbursement for non-corporate glider tows participating in the Cadet Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).
6. Glider maintenance reimbursement will be on an actual cost basis. All maintenance of gliders requires a control number from NHQ CAP/LG prior to repairs being accomplished. Submit receipts for all expenses incurred to NHQ CAP/LG for payment or reimbursement. Electronic copies of original receipts are acceptable. Tail number accounting principles must be followed for gliders.
7. Fuel and lubricants to operate glider winches are reimbursable to the Wing. Supporting receipts must be attached to the WMIRS e108.
8. Aerial Digital Imaging System (ADIS), Advanced Digital Reconnaissance System (ADRS), Satellite Digital Imaging System (SDIS) and Geospatial Information Interoperability Exploitation Portable (GIEP) Rates. CAP will charge an additional \$65 an hour to operate and maintain ADIS, ADRS, SDIS or GIEP, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, when members are funding training personally, or when using customer provided (including AFNORTH provided) ADIS, ADRS, SDIS or GIEP systems that CAP does not support with operations and maintenance funding. The money collected for ADIS, ADRS, SDIS and GIEP operations from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own systems may keep the money, but must comply with specific program income restrictions. This information can be obtained from NHQ/FM. The hourly charge to operate these systems will begin when the aircraft departs the mission base to execute the sortie and ends when the aircraft returns to the mission base. The rate will not be charged on flights to/from the home base and the mission base unless ADIS, ADRS, SDIS or GIEP operations are conducted en route.
9. Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP will charge an additional \$235 an hour to operate ARCHER, but only when supporting missions that are not funded with CAP's annual Congressional appropriation, or when members are funding training personally. The money collected for ARCHER operation from these missions must be forwarded to NHQ. The hourly charge to operate the ARCHER system will begin when the aircraft departs the mission base to execute the ARCHER sortie and ends when the aircraft returns to the mission base. The ARCHER rate will not be charged on flights to/from the home base and the mission base unless ARCHER operation is conducted en route to the mission base.
10. Existing modifications to the Cooperative Agreement (CA) for which funding was based on present day reimbursement rates are grandfathered through the end of their respective periods of performance. Modifications to the CA made after 30 June 2013 will reflect the new rates.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6656

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: Request for Disposition of Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

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

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

#### **BACKGROUND:**

The Hazmat Suits were used during a hazmat incident and were properly disposed of due to contamination. The pumper truck was sold by the Bellview Volunteer Fire Department as they held the Title. The Portable generators were over 20 years old and did not work and were disposed of. The foam pump and tank were on vehicle 501819 which was disposed of.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

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

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

N/A

---

#### **Attachments**

Property Dispositions for September 4 BCC





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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/ Fire

COST CENTER NO: 330206

Adam Harrison

DATE: 8/13/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 475-5557

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	055316	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used
N	055317	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used
N	055318	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used
N	055319	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used
N	055320	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used
N	055321	Haz Mat Suit	N/A	Trelleborg VPS	2006	Used

Disposal Comments: These Suits were used in a Hazmat incident and were then disposed of appropriately.

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: 8/19/14

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rcv. sh 11.19.13

rev. sh 11.19.13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6530

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: Request for Disposition of Property - Community & Environment Department

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department/Extension Services Division - Keith Wilkins, Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department/Extension Services Division for property described and listed on the Disposition Form. 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 of.

#### **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**

EXT-Req Disposition of Property-09042014

---

---

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Community & Environment/Ext. Svs. COST CENTER NO: 221201

Susan Hendrix DATE: 9-4-14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan Hendrix Phone No: 850-475-5230

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54512	HP Color Laserjet	CNMB06989	3700 DN	2005	poor
Y	40120	HP Laserjet	USTC002316	4	1993	poor
Y	53392	Konica Bizhub Copier	311033461	C350	na	poor

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

Division Mgr.: Pamela H. Allen

\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Date: 8-8-14

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 08-13-2014

FROM: Escambia County Department Director (Signature): \_\_\_\_\_

Director (Print Name): Keith T. Wilkins

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6678

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: \$34 Million Primary Care Award Alternative LIP Letter of Agreement

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the \$34 Million Primary Care Award Alternative LIP Letter of Agreement, in the amount of \$74,147, allowing the County to participate in the Low Income Pool Program and to provide matching dollars to the Escambia Community Clinics (ECC).

#### **BACKGROUND:**

This Letter of Agreement will allow the County and ECC to participate in AHCA's Low Income Pool Program, which will provide matching funds to ECC. The County will send AHCA \$74,147, and AHCA will return to ECC a total of \$294,000.

#### **BUDGETARY IMPACT:**

No net increase to the Budget, funds will be reallocated from the ECC line item to be given to the State.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has review and approved the Letter of Agreement.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

**Attachments**

## Letter of Agreement

---

## **\$34 Million Primary Care Award Alternative LIP Letter of Agreement**

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between Escambia County (the County) on behalf of Escambia Community, and the State of Florida, through its Agency for Health Care Administration (the Agency).

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$74,147.
  - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
  - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
    - i. Medicaid Low Income Pool (LIP) payments to hospitals in the approved appropriations categories.
    - ii. Medicaid LIP payments to Federally Qualified Health Centers.
    - iii. Medicaid LIP payments to County Health Departments.
    - iv. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$74,147. The County will transfer payments to the State in the following manner:
  - a. The first quarterly payment of \$18,536 for the months of July, August, and September is due upon notification by the Agency.
  - b. Each successive payment of \$18,537 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.
  - c. The State will bill the County when each quarterly payment is due.
3. Attached is the LIP schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.



5. The County and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

<b>\$34 Million Primary Care Award Alternative LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>State Fiscal Year 2014-2015</b>	
<b>Total Funding</b>	<b>\$74,147</b>

**WITNESSETH:**

**IN WITNESS WHEREOF** the parties have duly executed this LOA on the day and year above first written.

Escambia County

State of Florida

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Stacey Lampkin  
Assistant Deputy Secretary for Medicaid Finance,  
Agency for Health Care Administration

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 8/13/14

IP Primary Care Grant Tracking SFY 2014-2015

	GR	IGT	IGT Provider	
	0.1522	0.2522		
247,250	\$	37,631		
1,500,000	\$	\$62,356	not expending???	
294,000	\$	228,300	Duval County DOH	
1,065,533	\$	44,747	Escambia County	
726,060	\$	162,174	IGT County	
932,121	\$	110,506	Volusia County	
1,500,000	\$	141,869	Hillsborough County	
1,500,000	\$	228,300	Lake Health Partnership DOH	
1,500,000	\$	228,300	Lee County	
1,013,208	\$	154,210	Leon Cnty	
297,383	\$	45,262	City of Tall.	
1,500,000	\$	228,300	Marion County	
236,680	\$	36,023	Foundation 77	
1,000,000	\$	152,200	Health Care District of Palm Beach	
1,500,000	\$	\$59,691	South Broward Training District	
13,312,235	\$	228,300		
13,312,235	\$	2,026,122	\$	3,357,346

IGT's	GR	Fed	Total
8,582,754	5,180,105	20,269,927	34,032,786
13,762,859	0.152209255	0.40044	
0.252190745			

1,168,200  
1,253,554  
1,263,497 \$ 1,310,591 \$ 47,094

d LIP Primary	ward Funding			
1,100,000	\$	167,420	\$277,420	DOH
308,000	\$	46,878	\$77,678	DOH
362,676	\$	55,199	\$91,467	Brevard County
575,376	\$	87,572	\$145,110	Brevard County
750,000	\$	114,150	\$189,150	DOH
375,000	\$	57,075	\$94,575	DOH
1,500,000	\$	228,300	\$378,300	DOH
500,000	\$	76,100	\$126,100	DOH
750,000	\$	114,150	\$189,150	DOH
67,873	\$	10,330	\$17,118	Nassau County
496,003	\$	75,492	\$125,082	DOH
529,748	\$	80,628	\$133,602	DOH
1,500,000	\$	228,300	\$378,300	DOH
680,063	\$	103,506	\$171,512	DOH
750,000	\$	114,150	\$189,150	Walton County
10,244,739				
\$10,244,739	\$1,559,249	\$2,583,723		

IP Primary Care Grant Tracking SFY 2014-2015

		GR		IGT		IGT Provider	
d LP Primary		0.1522		0.2522			
Grant Funding							
920,163	\$	140,049	\$232,065			Brevard County	
1,500,000	\$	228,300	\$378,300			Hillsborough County	
490,226	\$	74,612	\$123,635			Indian River County	
1,000,000	\$	152,200	\$252,200			Leon County	
1,500,000	\$	228,300	\$378,300			Manatee County	
946,831	\$	144,108	\$238,791			Miami Dade County	247,691
553,169	\$	84,132	\$139,509			Miami Dade Children's Trust	144,709
296,091	\$	45,055	\$74,674			Orange County	392,400
380,000	\$	57,836	\$95,836			Orange County	378,300
617,162	\$	93,932	\$155,648			JWB	
1,500,000	\$	228,300	\$378,300			Highlands County (Frostproof)	
9,703,642	\$	1,476,894	\$ 2,447,259				
33,260,616	\$	5,062,266	\$ 8,388,327				
19,810,023							



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6704

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: Extension of the 2014 Ad Valorem Property Tax Roll

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Extension of the 2014 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

That the Board approve extending the 2014 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

#### **BACKGROUND:**

By extending the 2014 Ad Valorem Tax Roll, it allows the Tax Collector the ability to collect Ad Valorem Taxes for the various taxing authorities beginning November 1, 2014. It also allows the taxpayers the ability to pay their property taxes during each of the four discount periods.

#### **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**

2014 Tax Roll Extension

---





# Janet Holley, CFC

ESCAMBIA COUNTY TAX COLLECTOR  
P.O. Box 1312 • PENSACOLA, FLORIDA 32591  
ECTC@EscambiaTaxCollector.com  
www.EscambiaTaxCollector.com  
850-438-6500

August 18, 2014

The Hon. Lumon May, Chair  
Escambia County Board of Commissioners  
Post Office Box 1591  
Pensacola, FL 32591-1591

Dear Lumon:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2014 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2014. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,



Janet Holley

/cmj

cc: Jack Brown, County Administrator  
Chris Jones, Property Appraiser  
Amy Lovoy, Budget Services Bureau Chief  
Allison Rogers, County Attorney





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6708

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/04/2014

Issue: Amendment to the MOA By and Between Escambia County and the Sheriff of Santa Rosa County, Florida

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Amendment to the Memorandum of Agreement by and between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Agreement by and between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, amending the Memorandum of Agreement between Escambia County, Florida, and the Sheriff of Santa Rosa County, Florida, approved by the Board on August 21, 2014, allowing the County to charge the Sheriff of Santa Rosa County \$564.72 per day per Corrections Officer stationed at the Santa Rosa County Jail.

#### **BACKGROUND:**

The Amendment is made to bill Santa Rosa County Jail \$564.72 per day per Corrections Officer stationed at the Santa Rosa County facilities. This amount will be netted against the \$58 charged per day per inmate housed at the Santa Rosa County Jail.

#### **BUDGETARY IMPACT:**

This charge will be netted against the \$58 per day per inmate charged to Escambia County to temporarily house the Escambia County inmates housed at the Santa Rosa County Jail.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Amendment.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

**Attachments**

Amendment to Santa Rosa County MOA

---



**AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
BY AND BETWEEN ESCAMBIA COUNTY FLORIDA AND  
THE SHERIFF OF SANTA ROSA COUNTY, FLORIDA**

THIS AMENDMENT to the original Agreement by and between the Sheriff (hereinafter referred to as "SHERIFF") of Santa Rosa County, Florida and Escambia County, Florida (hereinafter referred to as "ESCAMBIA COUNTY", is made and entered into and shall be effective on the date of the last party to sign.

**WHEREAS**, on or about April 30, 2014, the parties agreed that the displaced female inmates from Escambia County Jail would be housed in the Santa Rosa County Detention Center (Jail) until further notice; and

**WHEREAS**, the parties desire to amend the Memorandum of Agreement signed on August 21, 2014;

**NOW THEREFORE**, in consideration of the mutual terms and conditions contained herein, parties agree as follows:

1. The SHERIFF reserves the right to determine the number of Escambia County deputies needed at the Jail, and retains the right to determine when a deputy needs to be relieved from duty, as well as the right to request more deputies from ESCAMBIA COUNTY should the need arise.
2. Beginning on the date of the original Memorandum of Agreement between Escambia County, Florida and the Sheriff of Santa Rosa County, Florida the Sheriff agrees to withhold from billing ESCAMBIA COUNTY the amount of \$564.72 per day per Escambia County deputy determined to be necessary for the security of the Jail. The deduction begins on the date of the signing of the original Memorandum of Agreement, and shall not be retroactive. This does not affect the \$58.00 per day per inmate subsistence fee received by the Sheriff from ESCAMBIA COUNTY.
3. Escambia County inmates requiring confinement for the purpose of discipline, protective custody or administrative confinement will occur within the assigned Escambia County inmate housing area.
4. This Agreement shall be in effect beginning on the date of the last party to sign, and shall end on the date on which the original Memorandum of Agreement ends.
5. All other terms and conditions of the original Memorandum of Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties execute this Amendment on the date(s) set forth below:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the  
State of Florida acting by and through its authorized Board of  
County Commissioners

ATTEST: Pam Childers  
Clerk of the Court

By: \_\_\_\_\_ / \_\_\_\_\_  
Luron J. May, Chairman date

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

(SEAL)

SHERIFF OF SANTA ROSA COUNTY

By: C.W. Wendell Hall / 8/18/14  
O. Wendell Hall, Sheriff date

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/21/14

Attested to by Ruby J. Kelley  
(print name) Ruby J. Kelley

Attested to by Tamie M. Peterson  
(print name) Tamie M. Peterson



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6703

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Agreement for Escambia County Adult Drug Court Treatment Expansion Operations Program Between Escambia County, Florida and Lakeview Center, Inc.

From: Cathy White, Drug Court Manager

Organization: Court Administration

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Agreement for Escambia County Adult Drug Court Treatment Expansion Operations Program - Catherine A. White, Drug Court Manager

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

A. Approve the Agreement, effective July 1, 2014, through June 30, 2015. During this period funding for treatment services shall not exceed \$274,875; and

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

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

#### **BACKGROUND:**

The Adult Post-Adjudicatory Drug Court Expansion Operations Program (Expansion Operations Program) is a continuation of the Adult Post-Adjudicatory Drug Court Expansion Program (Expansion Program), which was initially approved by the BCC on November 4, 2010, and executed by the Office of the State Courts Administrator (OSCA) on November 23, 2010. The Expansion Program terminated on June 30, 2013. The Florida Legislature appropriated funds for the Expansion Operations Program July 1, 2013 to ensure that the program in Escambia County continues, and services remain available for, non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit continues to determine offender eligibility in accordance with state law and the number of participants admitted into the program are based on available resources. The Contractual Services Agreement for the Expansion Operations Program in Escambia County, Florida was approved by the BCC on June 3, 2014, and was executed by the OSCA on June 23, 2014.

The Expansion Operations Program targets prison bound non-violent, third-degree felony offenders to be sentenced to an Adult-Post Adjudicatory Drug Court. The OSCA will annually

contract with the Grantee to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for offenders entering the Expansion Operations Program.

**BUDGETARY IMPACT:**

Funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2014 and terminating on June 30, 2015. There is no cost to the County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristen Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

**IMPLEMENTATION/COORDINATION:**

The Court Administrator's office will approve all invoices before payments are disbursed by the County.

---

**Attachments**

Lakeview Agreement

---

**AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG  
COURT TREATMENT EXPANSION OPERATIONS  
PROGRAM BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND LAKEVIEW CENTER, INC.**

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and a tax identification number of 59-073787-2, (hereinafter referred to as the "Contractor").

**WITNESSETH**

**WHEREAS**, the Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Operations Program) in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Operations Program; and

**WHEREAS**, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), not to exceed \$274,875 with a cost of \$3,665 per offender; and

**WHEREAS**, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

**NOW, THEREFORE**, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**Recitals**

- 1.1 The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2**  
**Scope of Services**

- 2.1 The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by



reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- 2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

### **ARTICLE 3**

#### **Subcontractors and Additional Programs**

- 3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

### **ARTICLE 4**

#### **Term of the Contract and Time Requirements**

- 4.1 This Agreement shall become effective on July 1, 2014, and will terminate on June 30, 2015. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- 4.2 These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

### **ARTICLE 5**

#### **Compensation and Method of Billing and Payment**

- 5.1 **Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described

in Section 5.3, is to be paid as follows: Services provided are to be paid on a monthly basis as services are rendered. The amount of funding for services is not to exceed \$274,875. The cost per offender shall be \$3,665. Final payment will be subject to approval by the Board of County Commissioners.

**5.3 Direct Expenses:** Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:

- (a) Transportation expenses in connection with the Program.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
- (e) Cost of any computer software or hardware used or developed for the Contractor.
- (f) Any and all other expenses of any kind or type.

**5.4 Method of Billing and Payment:**

- (a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.
- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving



federal funding, not to exceed the maximum amount of federal funds awarded.

- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.

**5.5 Additional Services and Changes in the Scope of Work:** The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**5.6 Notices:**

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and notices to Contractor shall be sent to:  
  
Lakeview Center, Inc.  
1221 West Lakeview Avenue  
Pensacola, Florida 32501
- (d) Notices to County shall be sent to:  
  
Jack R. Brown  
Escambia County Administrator  
Post Office Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**Cooperation of the County**

- 6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

**ARTICLE 7**  
**Program's Responsibilities**

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

**ARTICLE 8**  
**General Provisions**

8.1 **Termination:**

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.



- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### **8.3 Records:**

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

- 8.4 **No Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8.5 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 8.6 **Hold Harmless and Indemnification of County:**
- (a) **Hold Harmless:** The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.
  - (b) **Indemnification:** The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



**8.7 Insurance:** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

**8.8 Representative of County and Program:**

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

**8.9 All Prior Agreements Superseded:**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**8.10 Truth-in-Negotiation Certificate:** The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

**8.11 Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**8.12 Gratuities:** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor; the Contractor agrees to abide with such statutes.

**8.13 Conflict of Interest:** The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.



- 8.14 **Survival:** All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.17 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforces as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.18 **Compliance with Laws:** The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.19 **Participation in Other Proceedings:** At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the

County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

**8.20 Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

**8.21 No Waiver:** The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Florida through its Board of County-Commissioners, signing by its duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Thal Acit  
Date: 8/14/14

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

(Seal)

CONTRACTOR:  
Lakeview Center, Inc.  
a non-profit corporation authorized to do  
business in the State of Florida.

By: Gary L. Bembry  
Gary L. Bembry, President

Date: 8/19/2014

ATTEST: Corporate Secretary

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

(Seal)



## **EXHIBIT A - SCOPE OF WORK:**

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

*Phase I:* Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 12 hours of programming per week (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education). Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 4 hours of group treatment 3 days per week and random urinalysis testing a minimum of twice weekly.

*Phase II:* Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment further includes at least 4 hours of group treatment 2 days per week and random urinalysis testing a minimum of twice weekly.

*Phase III:* Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 4 hours of programming per week. Treatment further includes at least 2 hours of group treatment 2 days per week and random urinalysis testing a minimum of twice weekly.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.



## EXHIBIT B

FY 2013 Escambia County Drug Court Expansion Operations July 1, 2014 – June 30, 2015 Cost Center 410570
<b>\$274,875</b>

To be billed monthly for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

### OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed \$20,000.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6706

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation

From: Cathy White, Drug Court Manager

Organization: Court Administration

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation:

A. Approve the following Subgrant Applications which have been submitted for funding under the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation, administered by the Florida Department of Law Enforcement:

1. ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM - The Court Administrator's Office is seeking funding for treatment services for 10 drug offenders and updated breathalyzer equipment. The amount of the Grant request is \$40,783; and
2. PENSACOLA STATE COLLEGE POLICE DEPARTMENT - Pensacola State College Police Department is seeking to enhance the security and safety of all students, visitors, police officers, and staff with wireless e-ticket systems which will provide Pensacola State College police officers with the capability to provide an accurate, complete, and uniform record keeping system for citations reported to the Department of Homeland Security Motor Vehicles in Tallahassee, Florida. The amount of the Grant request is \$15,900;

B. Ratify the Chairman's signature on the Subgrant Applications and related documents; and

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

[Funding: The funds are made available through the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation, for the period beginning October 1, 2014, and terminating September 30, 2015; there is no cost to the County]

#### **BACKGROUND:**

In accordance with the Federal FY 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation guidelines, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on July 21, 2014.

**BUDGETARY IMPACT:**

The funds are made available through the Federal FY 2014 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide - State Solicitation for the period beginning October 1, 2014, and terminating September 30, 2015. There is no cost to the County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval and authorization to execute grant documents.

**IMPLEMENTATION/COORDINATION:**

Coordination has occurred with all related agencies.

---

**Attachments**

Drug Court Byrne

PSC Byrne

---

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Escambia County Board of Commissioners

**County:** Escambia

### Chief Official

**Name:** Lumon May

**Title:** Chairman

**Address:** 221 Palafox Place  
Suite 400

**City:** Pensacola

**State:** FL **Zip:** 32502-5827

**Phone:** 850-595-4930 **Ext:**

**Fax:** 850-595-3944

**Email:** district3@myescambia.com

### Chief Financial Officer

**Name:** Pam Childers

**Title:** Clerk of the Circuit Court and Comptroller

**Address:** 221 North Palafox Street  
Suite 140

**City:** Pensacola

**State:** FL **Zip:** 32502-5827

**Phone:** 850-595-4830 **Ext:**

**Fax:**

**Email:** pchilders@EscambiaClerk.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** First Judicial Circuit

**County:** Escambia

### Chief Official

**Name:** Robin Wright

**Title:** Court Administrator

**Address:** 100 West Maxwell Street

**City:** Pensacola

**State:** FL **Zip:** 32501-1719

**Phone:** 850-595-3055 **Ext:**

**Fax:** 850-595-3059

**Email:** robin.wright@flcourts1.gov

### Project Director

**Name:** Catherine White

**Title:** Drug Court Manager

**Address:** Court Administration  
100 West Maxwell Street

**City:** Pensacola

**State:** FL **Zip:** 32501

**Phone:** 850-595-3055 **Ext:**

**Fax:** 850-595-3059

**Email:** cathy.white@flcourts1.gov

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** DRUG COURT TREATMENT SERVICES  
**Subgrant Recipient:** Escambia County Board of Commissioners  
**Implementing Agency:** First Judicial Circuit  
**Project Start Date:** 10/1/2014 **End Date:** 9/30/2015

### Problem Identification

Drug-related criminal cases have imposed an enormous burden on court systems. According to the FBI's Uniform Crime Report 2012, nationwide law enforcement made 12,196,959 arrests. The highest percentage of arrests-property offenses(est.1,646,212)- a frequent criminal charge for offenders who are addicted to alcohol and/or illegal substances. The second highest percentage of arrests-drug violations(est.1,552,432 arrests), followed by driving under the influence (est.1,282,957). Substance abusing offenders present a challenge to the criminal justice system not just because of their volume, but also due to the interrelated nature of addiction and criminal behavior. Illegal drug use appears to increase their criminal behavior. Many addicts commit crimes to support their substance abuse habit, while for others, substance abuse reflects more pervasive criminal values and an established criminal lifestyle. Without access to substance abuse treatment, these offenders are likely to continue use and/or relapse and return to criminal activity following release from custody.

Federal, state, and local responses to the drug epidemic have focused on enhanced enforcement and incarceration. These efforts have failed to significantly reduce illegal drug availability or use. At the same time, the costs of jail and prison have risen, while drug involved offenders have continued to use and/or relapse and return to criminal activities. The DOC's Annual Report FY12-13, reveals that 33,295 offenders were sentenced to prison, giving a total of 100,884 offenders in the prison system as of June 30, 2013. Of those offenders, 16.9% were drug offenders, 16.3% were theft/forgery/fraud. Reviewing the Annual Reports for the past five years, DOC notes "Over the last five years, prison admissions for drug crimes has gradually decreased from 27.4% of total admissions in FY 2008-09 to 24.2% in FY 2012-13." Even given this decrease, drug offenses remain among Florida's top five offenses for which inmates are currently serving prison sentences.

The Escambia County Drug Court Program is a partnership between the courts, the Escambia County DOC, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida DOC, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. The primary goal of the Drug Court Program is to provide an immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment. Phase I provides initial assessment, intensive outpatient treatment, and random drug urinalysis testing. Phase II addresses the participants' receptiveness to substance abuse treatment, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources, such as educational and vocational referrals.



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Project Overview:

The Escambia County Drug Court Program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

### Problem Description:

The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. Grant funds will be utilized to pay for substance abuse assessments and treatment services for Drug Court clients.

Clients of the Drug Court Program undergo random drug urinalysis and breathalyzer testing. Grant funding will be used to purchase a new, updated breathalyzer machine to replace the current machine which was purchased in April, 2007. Newer, updated equipment will ensure continuous and accurate readings on all breathalyzer results.

Upon entering the Drug Court Program, the vast majority of our clients do not have reliable transportation. The Drug Court Program provides single ride bus passes to clients for the sole purpose of traveling to/from substance abuse treatment sessions. Grant funds will provide single ride bus passes for clients to travel to/from substance abuse treatment sessions.

### Needs Assessment:

Over the years, funding for Drug Court Programs has been reduced. Without sufficient funding available to the Drug Court Program, it will be impossible to provide the current level of treatment for offenders in Escambia County. This will cause an increase in the number of inmates currently in the Escambia County Jail. Approximately 90% of the offenders who enter the Drug Court Program are incarcerated prior to entering the program. By entering the Drug Court Program, these offenders are released from jail which immediately eliminates the cost of housing the inmate.

The initial review of an offender's case is conducted by the Assistant State Attorney. The criminal history is reviewed to determine whether the offender meets the criteria established for entry into the Drug Court Program. If criteria are met, the offender is transported to the judicial center for appearance in Drug Court.

Offenders charged with the following offenses are eligible for the program: Possession of Controlled Substances; Purchase of Controlled Substances; Manufacture of Controlled Substances; Prescription Forgery; and Introduction of Contraband into Detention Facility. The following offenses may be considered for admission into drug court if it appears that the causal factor involved is drug addiction and restitution is recoverable at some point in the foreseeable future: Theft; Forgery; Uttering Forgeries; Worthless Checks; Burglary; and Dealing in Stolen Property. Wherever practicable, victim approval for admission must be obtained. Offenders will be allowed admission into the Drug Court Program upon entry of a plea to the instant charges and, as a condition of probation, successfully complete the Drug Court Program and aftercare component.

Upon entry into the program, clients participate in an intake process consisting of the

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

collection of identifying data, determination of financial status, and signature of a consent for treatment. In addition, each client participates in a clinical assessment consisting of a psychosocial and psychiatric assessment, alcohol/drug use history, development of initial treatment plan, and review of the program schedule, documentation and follow-up. A medical history checklist is created and reviewed and a referral for a physical and/or psychological appointment is made, if needed.

The Escambia County DOC has assigned three probation officers who work in conjunction with the treatment agency and the offender. A monthly home study is conducted and regular office visits and random drug urinalysis occur. The focus of the probation officer is on the vocational, educational, and employment component of treatment. The probation officer and the court liaison for treatment serve as case managers for the offender.

### Project Summary (Scope of Work)

Project Summary:

The following services are provided by the treatment agency:

Phase I: Approximately 3 months of intensive outpatient treatment using the Matrix model of recovery. Services include a minimum of 12 hours of weekly intensive out-patient substance abuse treatment, which includes early recovery, relapse prevention, and abstinence and maintenance. Clients attend treatment sessions 3 times per week, 4 hours per session. Services allow participants to attend treatment during the day or in the evening to accommodate individuals who are employed. Treatment further includes linkage of ancillary services, random urinalysis testing, and a Twelve Step support group.

Phase II: Approximately 3-4 months of moderately intensive outpatient treatment. Services include a minimum of 8 hours of weekly intensive out-patient substance abuse treatment, which includes relapse prevention and abstinence and maintenance. Clients attend treatment sessions 2 times per week, 4 hours per session. Treatment further includes linkage of ancillary services, random urinalysis testing, and a Twelve Step support group.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 4 hours of weekly substance abuse treatment which includes abstinence and maintenance. Clients attend treatment sessions 2 times per week, 2 hours per session. Treatment further includes linkage of ancillary services, random urinalysis testing, and a Twelve Step support group.

Throughout the year the client is given status call court dates for the judge to review the client's treatment progress. Pathway provides the judge detailed status call reports for every client prior to each court appearance. Phase I clients attend court once per week, Phase II once every other week, and Phase III once every three weeks. This enables the judge to provide support to the client as needed and to institute sanctions if warranted. It further provides the client with a sense of continuity and identification within the program. Rather than feeling "lost in the system," the client becomes aware that the judge knows of, and has an interest in, his/her situation. This aspect allows the courtroom to become a therapeutic environment for the client. Consistent positive urinalysis and/or nonattendance of treatment sessions could result in the client's incarceration in jail. Once released from jail, the client resumes participation in treatment.



# **Application for Funding Assistance**

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

The Drug Court Program offers offenders the opportunity not only to participate in an intensive outpatient treatment program, but provides the opportunity to receive vocational and educational training. It is our goal that offenders remain drug free and become productive members of the community. It is our hope that this project permanently interrupts the cycle of criminal activity, arrest, prosecution, conviction, incarceration, and violence on the part of the offender.

## **Goals and Objectives:**

The mission of the Drug Court Program is to reduce substance abuse and criminal behaviors by providing opportunities and linkages to community resources to help clients lead healthy, productive lives, resulting in stronger families and increased public safety. In order to accomplish this mission, the following goals and objectives have been identified:

- \* Provide 10 offenders with psychosocial assessments during the grant period.
- \* Provide 10 offenders with substance abuse treatment services during the grant period.
- \* Provide 10 offenders with rehabilitation services during the grant period.
- \* Estimate 5 offenders will successfully complete the Drug Court Program during the grant period.

The achievement of these goals will be measured using interviews, arrest records, and court records.

## **Treatment and Prevention Project Service Provider:**

The service provider is Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 West Lakeview Avenue, Pensacola, Florida 32501. Immediately after the intake appointment, the client begins attending the intensive outpatient treatment program. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment. HIV testing and medical care are provided upon request of the client and through referrals. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis testing results, and discharge summaries are maintained in the client chart.

## **Cooperating and Participating Agencies:**

The Escambia County Drug Court Program is a partnership between the court, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc.

## **Project Activities/Administration:**

The offender is arrested and referred to the Escambia County Drug Court Program. The state attorney and judge review the case for approval of eligibility. The public defender meets with the offender to review legal issues. A plea is accepted, and the offender is referred to treatment for an assessment.

Upon acceptance, the offender immediately begins intensive outpatient substance abuse treatment. During each phase of treatment, the offender is required to attend treatment, court sessions, Twelve Step support group meetings, and comply with the requirements

# **Application for Funding Assistance**

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

of the probation office or community control office. Upon successful completion of the program, the state attorney, probation officer, public defender, and treatment provider recommend the offender for graduation from the Drug Court Program. All offenders must be approved by the judge in order to schedule a graduation date. At graduation, a key chain and Certificate of Completion are presented by the judge to the offender.

## **Target Groups/Clients/Participants:**

Offenders receiving substance abuse treatment services will be offenders who have committed a drug related crime. The offenders could be charged with purchase, possession, or manufacturing of a controlled substance, prescription forgery, introduction of contraband, theft, forgery, uttering forgeries, worthless checks, burglary, and dealing in stolen property. Violations of probation or community control cases are accepted.

## **Project Results:**

Successful completion of the offender in remaining drug-free for 90 days prior to their completion of the program.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

### Activity Description

Activity: Drug Court  
Target Group: Adults - Male or female\*  
Geographic Area: Urban  
Location Type: Courthouse

### Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: The clients will have been linked with local educational/vocational facilities should they desire to obtain their GED and/or higher education. The clients will have been given the tools, resources, and abilities to lead healthy, productive, drug-free lives, resulting in stronger families, increased public safety, and lower crime rates for our community.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: Yes

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2

If yes, enter grantee organization or agency name.

Goal: No

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Goal: No

**State Purpose Area:** DC - Judicially supervised court dockets. Drug courts seek to balance the need for public safety with that of devising effective treatment solutions for nonviolent, drug-addicted individuals in the court system while holding them accountable for their actions.

### Activity Description

**Activity:** Drug Court  
**Target Group:** Drug Court  
**Geographic Area:** Urban  
**Location Type:** Courthouse

### Objectives and Measures

**Objective:** DC1 - Report on JAG funding allocated for providing drug court programs

**Measure:** Part 1

How much JAG funding has been allocated for providing drug court programs?  
Please report in dollars (\$).

**Goal:** \$40,783.00

**Objective:** DC2 - Provide a drug court program

**Measure:** Part 1

Will your program admit any participants to drug court programs?

**Goal:** Yes

**Measure:** Part 2

How many TOTAL participants will be enrolled in drug court programs?

**Goal:** 70

**Measure:** Part 3

Of those, how many will be NEW participants?

**Goal:** 10

**Objective:** DC3 - Implement an evidence-based program or practice in a drug treatment program

**Measure:** Part 1

Will your drug court programs provide evidence-based treatment services?  
Evidence-based programs and practices are those demonstrated by the research literature to be effective at reducing substance use among court-

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

involved individuals (generally obtained through one or more outcome evaluations).

Goal: Yes

Measure: Part 2

If yes, please enter the number of evidence-based services to be provided by your program that fit the crimesolutions.gov definition of Effective: "Programs have strong evidence indicating they achieve their intended outcomes when implemented with fidelity."

Goal: 3

Measure: Part 3

If yes, please enter the number of evidence-based services to be provided by your program that fit the crimesolutions.gov definition of Promising: "Programs have some evidence indicating they achieve their intended outcomes. Additional research is recommended."

Goal: 2

Measure: Part 4

If yes, please enter the number of evidence-based services to be provided by your program that fit the crimesolutions.gov definition of No Effects: "Programs have strong evidence indicating that they did not achieve their intended outcomes when implemented with fidelity."

Goal: 1

Measure: Part 5

If yes, please enter the type of evidence-based services to be provided by your program.

Goal: The Drug Court Program strives to comply with The 10 Key Components of Drug Courts. The evidence-based services provided include but are not limited to: treatment assessments, outpatient treatment sessions, case staffings, routine court review hearings, and random drug urinalysis testing.

**Objective:** DC5 - Provide outpatient services

Measure: Part 1

Will JAG funds be used to provide outpatient services? Services received should be based on actual attendance of participants in mandated activities.

Goal: Yes

Measure: Part 2

If yes, please enter the number of sessions for outpatient services drug court program participants will receive. To calculate this number, determine the number of outpatient service sessions that each participant will receive. Then add the number of sessions for each participant together to determine the total number of sessions to be delivered. Include any participant who will receive outpatient services, regardless of whether that person will complete

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

the program, exit without completion, or remain enrolled.  
Goal: 1170

**Objective:** DC6 - Test participants for alcohol or illegal substances

Measure: Part 1

Of those to be enrolled in the drug court programs for at least 90 days, please enter the number of participants who will be tested for the presence of alcohol or illegal substances.

Goal: 10

Measure: Part 2

Of those to be enrolled in the drug court programs for at least 90 days, please enter the number of participants who will test positive for the presence of alcohol or illegal substances.

Goal: 4

**Objective:** DC7 - Report the number of drug treatment participants who successfully completed the program

Measure: Part 1

How many drug court program participants will successfully complete all program requirements? The number entered should represent only those participants who will successfully complete all the requirements of the program.

Goal: 5

Measure: Part 2

How many participants enrolled in a drug court program will unsuccessfully complete the program? The number entered should represent only those who will fail to successfully complete the program for voluntary reasons (e.g., arrests, program violation, etc.).

Goal: 5

**State Purpose Area:** E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

### Activity Description

**Activity:** Equipment Purchases and/or Technology Investments

**Target Group:** Equipment Purchases and/or Technology Investments

**Geographic Area:** Urban

**Location Type:** Courthouse



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### Objectives and Measures

**Objective:** E1 - Report on JAG funding allocated for equipment and/or technology investments

**Measure:** Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

**Goal:** \$452

**Objective:** E2 - Make equipment purchases and/or technology investments

**Measure:** Part 3

What types of equipment purchases and/or technology investments will be made with JAG funds?

**Goal:** Grant funds will be utilized to update current breathalyzer machine.

**Objective:** E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments

**Measure:** Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

**Goal:** The current breathalyzer machine being utilized was purchased in April, 2007 and has undergone repairs and recalibrations. Newer, updated equipment will ensure greater accuracy on breathalyzer results.



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note:** All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$36,650.00	\$0.00	\$36,650.00
Expenses	\$4,133.00	\$0.00	\$4,133.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$40,783.00	\$0.00	\$40,783.00
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI) ? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

Contractual Services: \$36,650

A total of \$36,650 will be contracted to a treatment agency to provide substance abuse outpatient treatment, case management, court liaison services, and random drug urinalysis testing. A total of 10 offenders will receive a minimum of one year of treatment services in the Drug Court Program.

The cost per treatment slot is \$3,665

Assessment - 1 each (includes substance abuse evaluation and intake assessment)

Treatment Services - 1 unit = 4 hours of service

Each treatment slot has 63 units of treatment services

Contractual Services

Assessments - 10 each @ \$200 = \$2,000

Treatment Sessions - (63 units x 10 slots) @ \$55 = \$34,650

Expenses \$ 4,133

Single Ride Bus Passes

1,852 @ \$1.75 = \$3,241

Breathalyzer Mouthpieces

2,000 each @ 0.22 = \$440

Breathalyzer Machine = \$452

Total Grant Funding \$40,783

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: N/A

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: 1 Treatment Slot=63 Units/1 Assessment

1 Assessment @ \$200 = \$200

63 Units @ \$55 = \$3,465

1 Treatment Slot = \$3,665

1 Unit = 4hrs treatment svcs

63 units x 4hrs = 252hrs treatment svcs

The basis for unit costs was updated FY12-13.

## **Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

- 1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance ([www.bia.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bia.gov/ProgramDetails.aspx?Program_ID=59)) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": [www.flrules.org/](http://www.flrules.org/)
- Office of Management and Budget (OMB) Circulars: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)
  - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
  - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
  - A-102, "Grants and Cooperative Agreements with State and Local Governments"
  - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
  - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
  - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
  - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
  - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
  - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
  - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: [www.bia.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bia.gov/ProgramDetails.aspx?Program_ID=59).
- United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
  - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: [dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf](http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf).

- 2. Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)); the provisions of the current edition of the Office of Justice Programs *Financial Guide* ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)); and all other applicable State and Federal laws, orders, circulars, or regulations.

**3. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

**4. Reports**

**a. Project Performance Reports**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

**b. Financial Reports**

**(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must

---

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**Florida Department of Law Enforcement**

---

have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**(2) Financial Closeout Audit**

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**(3) Project Generated Income (PGI)**

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**c. Other Reports**

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**5. Fiscal Control and Fund Accounting Procedures**

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

**6. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**7. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

**8. Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**9. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**10. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

**11. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.



**12. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

**13. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**14. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

**15. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**16. Publication or Printing of Reports**

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

**17. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308

**18. Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**19. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**20. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)**

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

**22. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

**23. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**24. Access to Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**25. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
[dls.dos.state.fl.us/barm/genschedules/GS1-SL.pdf](https://dls.dos.state.fl.us/barm/genschedules/GS1-SL.pdf).

**26. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

**27. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**28. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

**29. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

**30. Criminal Intelligence System**

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

**31. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

**32. Civil Rights Compliance**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
  - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
  - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at [www.fdle.state.fl.us/contacts/comment\\_form.html](http://www.fdle.state.fl.us/contacts/comment_form.html). Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

**I. Limited English Proficiency (LEP)**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).

m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

**33. Immigration and Nationality Act**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**34. National Environmental Policy Act (NEPA)**

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and



**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**Florida Department of Law Enforcement**

---

agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at [www.bja.gov/Funding/nepa.html](http://www.bja.gov/Funding/nepa.html) , for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

**35. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

**36. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

**37. State Restrictions on Lobbying**

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**38. Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**39. "Pay – to – Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **41. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

**42. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

**43. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**44. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**45. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**46. Human Research Subjects**

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**47. 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](http://www.it.ojp.gov/gsp_grantcondition). Grantee 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.

**48. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

**49. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**50. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to [www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046](http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046).

**51. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**52. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

**53. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**54. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**55. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**56. Certification for Employees Working Solely on a Single Federal Award**

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**57. Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

**58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

**59. Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**61. High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**62. Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**63. Central Contractor Registry (CCR)**

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**64. Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**65. 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), 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 2012 DNA Backlog Reduction Program, available at [ncjrs.gov/pdffiles1/nij/sl000989.pdf](http://ncjrs.gov/pdffiles1/nij/sl000989.pdf).

**66. Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include 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. SAFECOM guidance can be found at [www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334).

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere 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. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**67. Bulletproof Vests**

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before 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. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Bulletproof 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 applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).

**68. BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

**69. Expenses Related to Conferences, Meetings, Trainings, and Other Events**

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,  
whiteout, etc. are not acceptable.

State of Florida  
Department of Law Enforcement  
Office of Criminal Justice Grants

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

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

Subgrant Recipient  
Authorizing Official of Governmental Unit  
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: Lumon J. May

Typed Name and Title: Lumon J. May, Chairman

Date: August 21, 2014

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Court Administration, First Circuit

Signature: Robin M. Wright

Typed Name and Title: Robin M. Wright, Court Administrator

Date: August, 2014





# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Escambia County Board of County Commissioners		DUNS Number: 075079673
Address: 221 Palafox Place, Suite 400, Pensacola, Florida 32502		
Grant Title: Drug Court Treatment Services	Grant Number: 2015-JAGC-2543	Award Amount: \$40,783
Name and Title of Contact Person: Catherine A. White, Drug Court Manager		
Telephone Number: (850) 595-3055	E-Mail Address: Cathy.White@flcourts1.gov	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.  
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☐ Recipient is receiving an award less than \$25,000.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.  
I further certify that \_\_\_\_\_ [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ Lumon J. May [responsible official],  
certify that \_\_\_\_\_ Escambia County Board of County Commissioners [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
Escambia County Board of County Commissioners Human Resources [organization],  
221 Palafox Place, Pensacola, Florida 32502 [address].

Lumon J. May, Chairman

August 21, 2014

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

OMB Approval No. 1121-0340 Expiration Date: 09/30/14

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_

DEPUTY CLERK



**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer 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 the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. 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 here ☐ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

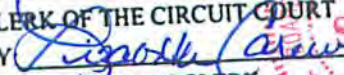
1. Grantee Name and Address: Escambia County Board of County Commissioners  
221 Palafox Place, Suite 400  
Pensacola, Florida 32502

2. Project Name: Drug Court Treatment Services

3. Typed Name and Title of Authorized Representative: Lumon J. May, Chairman

4. Signature: 

5. Date: August 21, 2014

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY   
DEPUTY CLERK





**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST  
FOR APPROVAL FORM**

Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program



**Name of Subgrant Recipient:** Escambia County Board of County Commissioners

**Authorized Official for Subgrant Recipient or Implementing Agency**

**Typed Name of Authorized Official:** Lumon J. May

**Typed Title:** Chairman

**Signature:** 

**Telephone Number (850)** 595-4902

**Date:** August 21, 2014

1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Relate this information to the approval period for your grant award. Estimate the time and cost to hire a competent replacement should the current contractor default.
4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
5. Explain any other points you believe should be covered to support your request for a sole source contract.
6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.
7. Address the Conflict of Interest Review (i.e. proposed contractor is not excluded or debarred and was not involved in development of the procurement)

**NOTE:**

- If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.
- All the foregoing components must be addressed. Start on the next page and use continuation pages as necessary.
- If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST  
FOR APPROVAL FORM**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

(Continuation Page 2)

1. The service provider is Pathway Addiction Treatment Center ("Pathway"), a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 West Lakeview Avenue, Pensacola, Florida 32501.
2. Pathway has been the treatment provider for Drug Court clients since its inception in June, 1993. The services provided by Pathway include, but are not limited to, individualized intake and assessment; intensive outpatient treatment; residential treatment; psycho educational groups; self-help groups; and ancillary treatment tools, such as life skills training and stress management techniques. In addition to drug and alcohol related treatment, offenders are given individual and family counseling to deal with underlying issues of mental illnesses, depression and/or childhood abuse, which could have caused the offender to abuse illegal substances.

A market survey was not conducted due to the one-of-a-kind experience and expertise Pathway has handling Drug Court clients.

3. The contract period will be October 1, 2014 to September 30, 2015. The estimated time and cost to rehire a competent replacement would be approximately 3 to 4 months.
4. The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. Pathway has been the treatment provider for Drug Court clients since its inception in June, 1993.
5. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment.

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



Wilson B. Robertson  
District One

Gene M. Valentino  
District Two

Lumon J. May  
District Three

Grover C. Robinson, IV  
District Four

Steven Barry  
District Five

221 Palafox Place, Suite 400  
P.O. Box 1591  
Pensacola, Florida 32591-1591

Telephone (850) 595-4902  
Toll Free (866) 730-9152  
Telefax (850) 595-4908  
(Suncom) 695-4902

July 21, 2014

Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

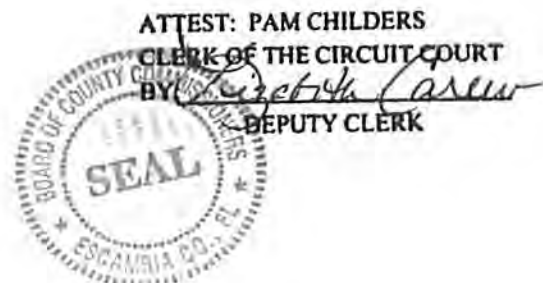
Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	\$ 15,900
Total Allocation		\$128,494

Sincerely,

  
Lumon J. May, Chairman  
Escambia County Board of County Commissioners



July 21, 2014

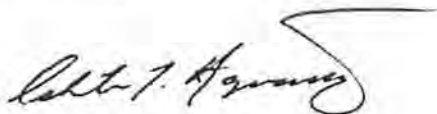
Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the City of Pensacola approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	<u>\$ 15,900</u>
Total Allocation		\$128,494

Sincerely,



Ashton J. Hayward, Mayor  
City of Pensacola



FLORIDA  
**CENTURY**

Traditional Values. Today's Technology.

[www.centuryflorida.com](http://www.centuryflorida.com)

7995 N Century Blvd  
Century, FL 32535

850-256-3208  
850-256-0318

From the Office of  
the Town Clerk

**Mayor**  
Freddie W. McCall

**Council**  
Ann Brooks  
Sandra McMurray Jackson  
Jackie Johnston  
Gary Riley  
Annie Savage

**Town Clerk**  
Leslie Gonzalez, CMC

July 22, 2014

Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308


**Re: FY 2014 Edward Byrne JAG Program**

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Town of Century approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	<u>\$ 15,900</u>
Total Allocation		\$128,494

Sincerely,

  
Freddie McCall, Mayor

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

--

## Subgrant Recipient

**Organization Name:** Escambia County Board of Commissioners

**County:** Escambia

## Chief Official

**Name:** Lumon May

**Title:** Chairman

**Address:** 221 Palafox Place  
Suite 400

**City:** Pensacola

**State:** FL **Zip:** 32502-5827

**Phone:** 850-595-4930 **Ext:**

**Fax:** 850-595-3944

**Email:** district3@myescambia.com

## Chief Financial Officer

**Name:** Pam Childers

**Title:** Clerk of the Circuit Court and Comptroller

**Address:** 221 North Palafox Street  
Suite 140

**City:** Pensacola

**State:** FL **Zip:** 32502-5827

**Phone:** 850-595-4830 **Ext:**

**Fax:**

**Email:** pchilders@EscambiaClerk.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** Board of Trustees of Pensacola State College

**County:** Escambia

### Chief Official

**Name:** Edward Meadows

**Title:** President

**Address:** 1000 College Boulevard

**City:** Pensacola

**State:** FL **Zip:** 32504-8910

**Phone:** 850-484-1700 **Ext:**

**Fax:** 850-484-1840

**Email:** emeadows@pensacolastate.edu

### Project Director

**Name:** Hank Shirah

**Title:** Director of Public Safety

**Address:** 1000 College Boulevard

**City:** Pensacola

**State:** FL **Zip:** 32504

**Phone:** 850-484-2500 **Ext:**

**Fax:**

**Email:** hshirah@pensacolastate.edu

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** ELECTRONIC TRAFFIC ENFORCEMENT REPORTING SYSTEM  
**Subgrant Recipient:** Escambia County Board of Commissioners  
**Implementing Agency:** Board of Trustees of Pensacola State College  
**Project Start Date:** 10/1/2014      **End Date:** 9/30/2015

### Problem Identification

Pensacola State College (PSC) Police Department is a small agency on a medium size community college. The department works crashes, monitors parking issues, such as illegal handicap parking, and does speed enforcement, as needed. The state of Florida Department of Highway Safety and Motor Vehicles, the local offices of the Clerk of the Court and law enforcement agencies are adopting the technology that allows the information regarding any traffic-related event to be recorded and transmitted electronically. This reduces errors, makes for a smoother transmission of records and related recorded storage at the local, as well as the county and state, level. The use of the electronic hardware and software can increase officer safety because the officer is no longer focused on writing and can have better situational awareness.

### Project Summary (Scope of Work)

Four (4) e-ticket systems will provide Pensacola State college police officers with the capability to provide an accurate, complete and uniform record keeping system. This system will increase police officer's safety by less time during a traffic stops, cost savings, cleaner record keeping, eliminate errors, and an easy to read citation for individuals receiving a citation. Citations will be electronically recorded and transmitted to Department of Highway Safety and Traffic and Motor Vehicle (DHSMV) in Tallahassee, FL.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2 Program Questions

### Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** A - Accomplishments: Includes any accomplishments during the reporting period.

### Activity Description

**Activity:** Law Enforcement  
**Target Group:** Adults - Male or female\*  
**Geographic Area:** Urban  
**Location Type:** Other

**Address(es) :**

**Pensacola State College**  
1000 College Blvd  
Pensacola , FL 32504

### Objectives and Measures

**Objective:** A1 - Report on program accomplishments

**Measure:** Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

**Goal:** Decrease the number of days from the crash and/or citation date within 1 days to be entered into database, and Decrease citation errors rates to >15% for critical date element.

**Objective:** A2 - Report on usage of crimesolutions.gov Website

**Measure:** Part 1

Will you be using the crimesolutions.gov website?

**Goal:** No

**Objective:** A3 - Report on subgrants from grantees other than FDLE

**Measure:** Part 2

If yes, enter grantee organization or agency name.

**Goal:** Pensacola State College



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Goal: Yes

**State Purpose Area:** E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

### Activity Description

**Activity:** Equipment Purchases and/or Technology Investments  
**Target Group:** Equipment Purchases and/or Technology Investments  
**Geographic Area:** Urban  
**Location Type:** Other

**Address(es) :**

**Pensacola State College**  
1000 College Blvd  
Pensacola , FL 32504

### Objectives and Measures

**Objective:** E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

Goal: 15,900.00

**Objective:** E2 - Make equipment purchases and/or technology investments

Measure: Part 1

What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices:  
Computer-aided Dispatch (CAD),  
Computers/Mobile Data Terminals,  
Computer Software,  
Emergency Medical Services (EMS),  
Equipment for Police Cruisers (including in-car radios and laptops),  
In-car/On-person Camera Systems,



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3 Performance

Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.),  
Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers)  
Lethal Weapons (firearms);  
License Plate Readers;  
Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.);  
Radios,  
Security Systems (station or evidence room),  
Tactical Vests/Body Armor,  
Undercover Surveillance Equipment (microphones, video),  
Vehicles,  
Video Observation (station, community, pole cams),  
Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Electronic Ticketing System (Wifi Tablet, Patrol Car Mounts).

**Objective:** E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments

**Measure:** Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

**Goal:** Increase the percentage of appropriate records in the crash and/or citation database that linked with another system or file; Increase the percentage of crash and/or citation records with no missing critical data element or unacceptable data value.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Exhibit 2 Performance

### Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$15,900.00	\$0.00	\$15,900.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$15,900.00	\$0.00	\$15,900.00
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI) ? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Budget Narrative

### Budget Narrative:

Four (4) e-ticket systems, one (1) hand-held and three (3) installed in college police vehicles:

Four (4) FLA103 Getac F110 11.6" Windows 7 Tablet @ \$2,050.00 = \$8,200.00

Three (3) Havis Docking Station for Getac F110 Tablet with Power Supply @ \$515.65 = \$1,547.00

Three (3) Havis Heavy Duty Computer Monitor / Keyboard Mount and Motion @ \$314.00 = \$942.00

Three (3) Havis Monitor Mounting Plate for Monitors with VESA Hole Patterns @ \$26.00 = \$78.00

Three (3) Bracket, Adapter, Device Mount, Kit @ \$22.00 = \$66.00

Three (3) Havis Keyboard Mounting Plate for iKey SB-87-TP (thin) Keyboard, @ \$66.00 = \$198.00

Three (3) Havis Telescoping Pole. Adjustable from 8.5" to 14.5" @ \$117.00 = \$351.00

Three (3) Havis 2006-2014 Chevrolet Impala Police Package Heavy Duty Vehicle \$77.00 = \$231.00

Three (3) Havis Heavy Duty Stability Side Support Arm \$48.00 = \$144.00

Three (3) iKey Ultra-Thin Mobile Keyboard with Touchpad @ \$362.00 = \$1,086.00

Three (3) Brother Mobile PocketJet 6 Plus Printer with Bluetooth. 300dpi, Engine @ \$387.00 = \$1,161.00

Three (3) PocketJet Car Adapter, Wired, 14-Foot Length @ \$18.00 = \$54.00

Three (3) Havis Pedestal Style Armrest Printer Mount for PocketJet Printers @ \$220.00 = \$660.00

Three (3) L-Tron 4910LR Microphone Style Driver License Reader Kit Includes @ \$340.00 = \$1,020.00

One (1) Brother PocketJet Compatible Roll Paper. 21# Thermal Paper, 8.5" @ \$162.00 = \$162.00

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4 Financial

### Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: N/A

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A



## Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance ([www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59)) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
  - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": [www.flrules.org/](http://www.flrules.org/)
  - Office of Management and Budget (OMB) Circulars: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)
    - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
    - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
    - A-102, "Grants and Cooperative Agreements with State and Local Governments"
    - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
    - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
    - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
  - Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
    - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
    - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
    - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
    - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
    - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
  - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).
  - United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)
    - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
  - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: [dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf](http://dliis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf).
2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)); the provisions of the current edition of the Office of Justice Programs Financial Guide ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)); and all other applicable State and Federal laws, orders, circulars, or regulations.

**3. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

**4. Reports**

**a. Project Performance Reports**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

**b. Financial Reports**

**(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must



**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**Florida Department of Law Enforcement**

---

have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**(2) Financial Closeout Audit**

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**(3) Project Generated Income (PGI)**

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**c. Other Reports**

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**5. Fiscal Control and Fund Accounting Procedures**

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**Florida Department of Law Enforcement**

---

**6. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**7. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

**8. Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**9. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**10. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

**11. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**12. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

**13. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**14. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

**15. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**16. Publication or Printing of Reports**

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

**17. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308

**18. Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**19. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**20. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)**

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

**22. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

**23. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**24. Access to Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**25. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
[dliis.dos.state.fl.us/barm/qenschedules/GS1-SL.pdf](http://dliis.dos.state.fl.us/barm/qenschedules/GS1-SL.pdf).

**26. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

**27. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**28. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

**29. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.



**30. Criminal Intelligence System**

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

**31. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

**32. Civil Rights Compliance**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
  - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
  - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.



- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at [www.fdle.state.fl.us/contacts/comment\\_form.html](http://www.fdle.state.fl.us/contacts/comment_form.html). Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

l. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).



m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

**33. Immigration and Nationality Act**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**34. National Environmental Policy Act (NEPA)**

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.
  - (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and



agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at [www.bja.gov/Funding/nepa.html](http://www.bja.gov/Funding/nepa.html) , for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

### **35. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **36. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

**37. State Restrictions on Lobbying**

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**38. Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**39. "Pay – to – Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **41. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

**42. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

**43. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**44. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**45. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**46. Human Research Subjects**

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

**47. 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](http://www.it.ojp.gov/gsp_grantcondition). Grantee 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.

**48. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.



**49. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**50. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

[www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046](http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046).

**51. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**52. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

**53. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**54. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**55. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**56. Certification for Employees Working Solely on a Single Federal Award**

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**57. Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

**58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

**59. Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**61. High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**62. Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**63. Central Contractor Registry (CCR)**

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.



**64. Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oqa/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**65. 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), 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 2012 DNA Backlog Reduction Program, available at [ncjrs.gov/pdffiles1/nij/s1000989.pdf](http://ncjrs.gov/pdffiles1/nij/s1000989.pdf).

**66. Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include 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. SAFECOM guidance can be found at [www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334).

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere 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. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**67. Bulletproof Vests**

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before 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. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



Bulletproof 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 applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).

**68. BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

**69. Expenses Related to Conferences, Meetings, Trainings, and Other Events**

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 8: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,  
whiteout, etc. are not acceptable.

State of Florida  
Department of Law Enforcement  
Office of Criminal Justice Grants

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

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

Subgrant Recipient  
Authorizing Official of Governmental Unit  
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of Commissioners

Signature: Lumon J. May

Typed Name and Title: Lumon J. May, Chairman

Date: August 21, 2014

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Pensacola State College

Signature: C. Edward Meadows

Typed Name and Title: C. Edward Meadows, President

Date: 8-14-2014





# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Escambia County Board of County Commissioners		DUNS Number: 075079673
Address: 221 Palafox Place, Suite 400, Pensacola, Florida 32502		
Grant Title: Electronic Traffic Enforcement Reporting System	Grant Number: 2015-JAGC-2416	Award Amount: \$15,900
Name and Title of Contact Person: Hank Shirah, Director of Public Safety		
Telephone Number: (850) 484-2500	E-Mail Address: hshirah@pensacolastate.edu	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.  
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☐ Recipient is receiving an award less than \$25,000.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.  
I further certify that \_\_\_\_\_ [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ Lumon J. May [responsible official],  
certify that \_\_\_\_\_ Escambia County Board of County Commissioners [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
Escambia County Board of County Commissioners Human Resources [organization],  
221 Palafox Place, Pensacola, Florida 32502 [address].

Lumon J. May, Chairman

Print or Type Name and Title

Signature

August 21, 2014

Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

OMB Approval No. 1121-0340 Expiration Date: 03/31/14

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK





# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Escambia County BOCC		DUNS Number: 075079673
Address: 221 Palafox Place, Pensacola, FL 32504		
Grant Title: Edward Byrne Memorial Justice Assistance Grant	Grant Number: JAGC1415	Award Amount: 15,900.00
Name and Title of Contact Person: Jamie L. Russell		
Telephone Number: 850-484-1696	E-Mail Address: jrussell@pensacolastate.edu	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

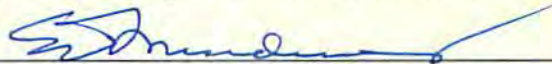
- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.  
☐ Recipient is a nonprofit organization. ☒ Recipient is an educational institution. ☐ Recipient is receiving an award less than \$25,000.

I, C. Edward Meadows, President [responsible official],  
certify that The District Board of Trustees of Pensacola State College [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that C. Edward Meadows, President [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

C. Edward Meadows, President

Print or Type Name and Title



Signature

8-14-2014

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, [responsible official],  
certify that [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],  
[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, [responsible official],  
certify that [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer 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 the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. 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 here ☐ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Escambia County Board of County Commissioners  
221 Palafox Place, Suite 400  
Pensacola, Florida 32502

2. Project Name: Electronic Traffic Enforcement Reporting System

3. Typed Name and Title of Authorized Representative: Lumon J. May, Chairman

4. Signature:  5. Date: August 21, 2014

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

BY: 

DEPUTY CLERK



**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer 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 the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. 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 here ☐ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Pensacola State College, 1000 College Blvd, Pensacola, FL 32504-8998

2. Project Name: Electronic Traffic Enforcement Reporting System

3. Typed Name and Title of Authorized Representative: C. Edward Meadows, President

4. Signature:  5. Date: 8-14-2014

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA



July 21, 2014

Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	\$ 15,900
Total Allocation		\$128,494

Sincerely,

Lamon J. May, Chairman  
Escambia County Board of County Commissioners

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: [Signature]  
DEPUTY CLERK





July 21, 2014

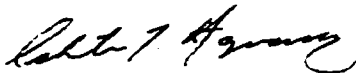
Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the City of Pensacola approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	<u>\$ 15,900</u>
Total Allocation		\$128,494

Sincerely,



Ashton J. Hayward, Mayor  
City of Pensacola

FLORIDA  
**CENTURY**

Traditional Values. Today's Technology.

July 22, 2014

[www.centuryflorida.com](http://www.centuryflorida.com)

7995 N Century Blvd  
Century, FL 32535

850-256-3208  
850-256-0318

From the Office of  
the Town Clerk

**Mayor**

Freddie W. McCall

**Council**

Ann Brooks  
Sandra McMurray Jackson  
Jackie Johnston  
Gary Riley  
Annie Savage

**Town Clerk**

Leslie Gonzalez, CMC

Petrina T. Herring, Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

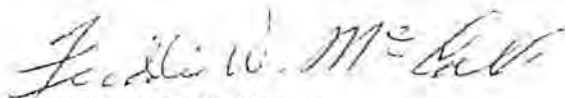
**Re: FY 2014 Edward Byrne JAG Program**

Dear Ms. Herring:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Town of Century approves the distribution of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
City of Pensacola	Gun Violence Reduction	\$ 71,811
Escambia County	Drug Court Treatment Services	\$ 40,783
Escambia County	Electronic Traffic Enforcement Reporting System	<u>\$ 15,900</u>
Total Allocation		\$128,494

Sincerely,



Freddie McCall, Mayor



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6660

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Write-Off of Accounts Receivable

From: Mike Weaver

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$1,211,053.35 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

#### **BACKGROUND:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings for the third quarter of Fiscal Year 2013-2014 for 2,596 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney Alison P. Rogers has reviewed and approved the Resolution as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

**Attachments**

EMS Q3 FY14 BDWO

---

**RESOLUTION R2014-\_\_\_\_\_**

**WHEREAS**, certain accounts totaling \$1,211,053.35 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q3 FY13/14 BDWO" and made part hereof by reference; and

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

**NOW, THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

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: \_\_\_\_\_  
Date: 8/19/14

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2010-06-05	14,910	509.00
2010-08-27	22,928	695.00
2010-08-28	23,017	615.00
2010-08-30	23,147	615.00
2010-09-05	23,855	575.00
2010-11-06	29,614	725.00
2010-11-22	31,011	575.00
2010-12-07	32,257	493.95
2011-01-19	1,775	725.00
2011-02-12	3,951	645.00
2011-05-14	12,959	565.00
2011-05-26	14,295	645.00
2011-07-14	19,220	665.00
2011-07-22	20,185	535.00
2011-07-30	20,890	276.74
2011-08-25	23,661	605.00
2011-10-03	27,320	121.00
2011-10-04	27,463	10.00
2011-10-09	27,895	595.00
2011-11-09	30,942	545.00
2011-12-06	33,415	755.00
2011-12-19	34,622	705.00
2011-12-25	35,112	535.00
2012-01-02	187	595.00
2012-01-06	551	621.00
2012-01-12	1,090	621.00
2012-01-18	1,652	537.00
2012-01-18	1,586	831.00
2012-01-30	2,876	831.00
2012-01-31	2,980	633.00
2012-02-03	3,186	759.00
2012-02-23	5,234	609.00
2012-03-03	6,151	833.00
2012-03-08	6,707	561.00
2012-03-17	7,628	807.00
2012-03-21	8,045	549.00
2012-03-31	9,125	819.00
2012-04-02	9,284	821.00
2012-04-03	9,373	845.00
2012-04-04	9,505	855.00
2012-04-17	10,827	649.00
2012-04-23	11,432	1,009.00
2012-05-06	12,825	657.00
2012-05-12	13,513	561.00
2012-05-20	14,337	747.00
2012-05-30	17,932	561.00
2012-06-09	16,329	747.00
2012-06-22	17,627	893.00
2012-06-25	18,026	807.00
2012-07-24	21,064	42.50
2012-07-26	21,194	82.50
2012-07-29	21,546	88.02
2012-08-08	22,636	561.00
2012-08-11	22,922	573.00
2012-08-27	24,600	905.00
2012-09-14	26,544	561.00
2012-09-23	27,401	392.77
2012-11-04	31,630	621.00
2012-11-04	31,631	781.00
2012-11-16	32,788	370.00
2012-11-22	33,338	721.00



## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2012-12-13	35,482	609.00
2012-12-29	37,148	542.00
2013-01-11	1,056	222.50
2013-01-12	1,290	869.00
2013-01-13	1,363	718.48
2013-01-16	1,702	212.50
2013-01-25	2,632	881.00
2013-01-28	2,986	645.00
2013-01-29	3,050	50.00
2013-02-19	5,303	645.00
2013-02-20	5,406	71.38
2013-02-25	5,990	794.00
2013-02-27	6,227	200.48
2013-03-02	6,414	53.89
2013-03-02	6,532	84.75
2013-03-03	6,564	93.97
2013-03-04	6,685	20.00
2013-03-08	7,097	100.00
2013-03-09	7,123	845.00
2013-03-11	7,402	167.50
2013-03-15	7,808	771.00
2013-03-17	7,995	150.00
2013-03-19	8,170	597.00
2013-03-19	8,288	669.00
2013-03-21	8,416	375.00
2013-03-23	8,643	697.00
2013-03-29	9,280	325.00
2013-03-30	9,368	150.00
2013-04-09	10,525	555.40
2013-04-12	10,917	151.40
2013-04-13	10,963	421.70
2013-04-18	11,463	585.00
2013-04-19	11,525	633.00
2013-04-27	12,333	768.00
2013-04-30	12,608	795.00
2013-05-02	12,727	334.09
2013-05-02	12,700	855.00
2013-05-03	12,813	10.00
2013-05-04	12,972	139.84
2013-05-06	13,189	627.00
2013-05-08	13,326	230.95
2013-05-11	13,728	257.44
2013-05-14	13,988	87.17
2013-05-21	14,743	597.12
2013-05-22	14,885	588.67
2013-05-22	14,784	845.00
2013-06-04	16,195	153.80
2013-06-09	16,781	313.40
2013-06-11	16,895	150.00
2013-06-11	16,953	862.00
2013-06-13	17,228	82.63
2013-06-15	17,356	150.00
2013-06-17	17,669	195.00
2013-06-18	17,714	649.00
2013-06-19	17,818	669.00
2013-06-19	17,792	769.00
2013-06-21	18,057	853.00
2013-06-21	18,091	1,018.00
2013-06-22	18,175	977.00
2013-06-24	18,374	437.65
2013-06-24	18,421	537.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-06-24	18,317	917.00
2013-06-25	18,455	18.74
2013-06-25	18,484	89.58
2013-06-25	18,469	597.00
2013-06-27	18,650	84.33
2013-07-01	19,087	225.00
2013-07-03	19,341	771.00
2013-07-03	19,263	865.00
2013-07-04	19,406	120.20
2013-07-05	19,473	94.68
2013-07-07	19,785	72.89
2013-07-08	19,838	759.00
2013-07-09	19,901	84.05
2013-07-09	19,894	85.32
2013-07-11	20,171	603.00
2013-07-11	20,162	805.00
2013-07-12	20,218	831.00
2013-07-13	20,357	833.00
2013-07-14	20,378	87.45
2013-07-14	20,488	119.28
2013-07-14	20,465	573.00
2013-07-15	20,545	91.14
2013-07-15	20,560	771.00
2013-07-17	20,743	77.06
2013-07-17	20,844	526.60
2013-07-17	20,793	561.00
2013-07-17	20,734	797.00
2013-07-17	20,771	845.00
2013-07-18	20,865	62.80
2013-07-19	21,035	125.09
2013-07-20	21,121	573.00
2013-07-24	21,515	20.00
2013-07-24	21,488	869.00
2013-07-25	21,501	121.61
2013-07-25	21,562	161.40
2013-07-25	21,546	330.05
2013-07-25	21,577	721.00
2013-07-25	21,524	759.00
2013-07-26	21,739	53.75
2013-07-27	21,822	200.00
2013-07-28	21,944	91.42
2013-07-28	21,964	159.33
2013-07-28	21,979	585.00
2013-07-29	22,015	84.61
2013-07-29	21,988	597.00
2013-07-31	22,265	50.00
2013-07-31	22,213	80.18
2013-07-31	22,290	119.40
2013-08-01	22,315	100.00
2013-08-01	22,391	111.14
2013-08-02	22,515	97.09
2013-08-02	22,471	709.00
2013-08-03	22,538	561.00
2013-08-03	22,634	609.00
2013-08-03	22,570	727.00
2013-08-04	22,605	951.00
2013-08-05	22,807	20.00
2013-08-05	22,821	535.00
2013-08-05	22,752	709.00
2013-08-06	22,931	71.53
2013-08-06	22,945	154.57

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-06	22,888	225.00
2013-08-06	22,949	819.00
2013-08-07	22,959	537.00
2013-08-07	23,018	573.80
2013-08-07	22,922	609.00
2013-08-07	23,036	893.00
2013-08-08	23,160	845.00
2013-08-09	23,259	100.07
2013-08-10	23,334	117.00
2013-08-10	23,361	585.00
2013-08-11	23,400	425.00
2013-08-11	23,437	697.00
2013-08-12	23,498	78.62
2013-08-12	23,500	84.33
2013-08-12	23,526	100.00
2013-08-12	23,539	225.00
2013-08-12	23,466	881.00
2013-08-14	23,805	807.00
2013-08-14	23,835	861.14
2013-08-16	23,946	90.57
2013-08-16	24,011	549.00
2013-08-16	23,916	549.00
2013-08-17	24,095	70.00
2013-08-17	24,099	298.00
2013-08-17	24,128	424.51
2013-08-17	24,130	528.72
2013-08-17	24,085	561.00
2013-08-18	24,213	743.00
2013-08-19	24,261	71.82
2013-08-19	24,301	585.00
2013-08-19	24,320	633.00
2013-08-19	24,265	853.00
2013-08-19	24,289	937.00
2013-08-21	24,495	693.00
2013-08-21	24,530	696.86
2013-08-22	24,587	20.00
2013-08-22	24,574	573.00
2013-08-24	24,754	96.81
2013-08-24	24,746	657.00
2013-08-24	24,795	759.00
2013-08-25	24,905	92.41
2013-08-25	24,928	657.00
2013-08-25	24,907	681.00
2013-08-25	24,865	893.00
2013-08-25	24,884	903.00
2013-08-26	24,996	74.29
2013-08-26	24,954	242.10
2013-08-26	25,030	633.00
2013-08-26	25,051	1,033.00
2013-08-27	25,024	747.00
2013-08-27	25,205	759.00
2013-08-28	25,167	114.60
2013-08-28	25,196	609.00
2013-08-28	25,262	759.00
2013-08-28	25,137	783.00
2013-08-29	25,310	83.48
2013-08-29	25,240	537.00
2013-08-29	25,326	809.00
2013-08-29	25,241	831.00
2013-08-30	25,403	81.92
2013-08-30	25,461	843.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-08-30	25,445	857.00
2013-08-30	25,354	867.00
2013-08-31	25,449	733.00
2013-08-31	25,441	857.00
2013-08-31	25,486	905.00
2013-09-02	25,723	25.00
2013-09-02	25,680	90.32
2013-09-02	25,638	225.00
2013-09-02	25,699	361.00
2013-09-02	25,719	633.00
2013-09-02	25,662	869.00
2013-09-03	25,720	173.40
2013-09-03	25,822	573.00
2013-09-03	25,781	733.00
2013-09-03	25,709	771.00
2013-09-03	25,827	843.00
2013-09-03	25,763	989.00
2013-09-04	25,944	150.00
2013-09-05	26,065	86.17
2013-09-06	26,092	645.00
2013-09-06	26,078	823.00
2013-09-06	26,119	903.00
2013-09-06	26,155	1,006.00
2013-09-07	26,216	91.99
2013-09-07	26,220	200.00
2013-09-07	26,191	732.00
2013-09-07	26,187	807.00
2013-09-08	26,307	287.05
2013-09-08	26,359	697.00
2013-09-08	26,365	781.00
2013-09-08	26,269	821.00
2013-09-08	26,261	881.00
2013-09-08	26,271	917.00
2013-09-08	26,356	1,034.00
2013-09-09	26,430	380.37
2013-09-09	26,350	797.00
2013-09-09	26,440	809.00
2013-09-10	26,568	821.00
2013-09-11	26,647	64.64
2013-09-12	26,695	150.00
2013-09-12	26,703	585.00
2013-09-12	26,667	633.00
2013-09-12	26,666	807.00
2013-09-13	26,790	250.00
2013-09-14	26,945	869.00
2013-09-14	26,851	1,145.00
2013-09-15	26,955	150.00
2013-09-15	27,012	831.00
2013-09-16	27,188	98.37
2013-09-16	27,147	114.60
2013-09-16	27,144	280.00
2013-09-16	27,077	733.00
2013-09-17	27,241	150.00
2013-09-17	27,210	150.00
2013-09-17	27,161	561.00
2013-09-17	27,168	893.00
2013-09-18	27,332	20.00
2013-09-18	27,364	83.76
2013-09-18	27,363	99.93
2013-09-18	27,355	150.00
2013-09-18	27,318	322.89

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-09-18	27,289	342.26
2013-09-18	27,367	615.00
2013-09-18	27,286	809.00
2013-09-18	27,409	927.00
2013-09-19	27,471	105.00
2013-09-19	27,402	150.00
2013-09-19	27,392	807.00
2013-09-19	27,483	821.00
2013-09-20	27,553	10.00
2013-09-20	27,597	561.00
2013-09-20	27,713	821.00
2013-09-21	27,683	100.00
2013-09-21	27,740	123.40
2013-09-21	27,594	124.20
2013-09-21	27,665	817.00
2013-09-21	27,706	845.00
2013-09-21	27,676	881.00
2013-09-21	27,716	883.00
2013-09-22	27,753	709.00
2013-09-22	27,746	721.00
2013-09-22	27,791	829.00
2013-09-23	27,919	87.45
2013-09-23	27,874	537.00
2013-09-23	27,816	561.00
2013-09-24	27,988	99.65
2013-09-24	27,949	136.20
2013-09-24	28,002	176.20
2013-09-25	28,164	523.00
2013-09-25	28,014	549.00
2013-09-25	28,028	549.00
2013-09-25	28,050	609.00
2013-09-25	28,085	821.00
2013-09-26	28,195	121.80
2013-09-26	28,206	561.00
2013-09-26	28,158	621.00
2013-09-26	28,142	1,294.00
2013-09-27	28,239	86.99
2013-09-27	28,242	150.00
2013-09-27	28,365	175.00
2013-09-27	28,312	257.40
2013-09-27	28,318	280.00
2013-09-27	28,268	585.00
2013-09-27	28,252	797.00
2013-09-27	28,240	819.00
2013-09-27	28,334	843.00
2013-09-27	28,316	881.00
2013-09-27	28,225	917.00
2013-09-28	28,391	71.25
2013-09-28	28,454	73.52
2013-09-28	28,403	114.22
2013-09-28	28,415	795.00
2013-09-28	28,374	809.00
2013-09-28	28,418	1,121.00
2013-09-29	28,524	299.96
2013-09-29	28,510	379.42
2013-09-29	28,479	487.00
2013-09-29	28,486	771.00
2013-09-29	28,528	903.00
2013-09-30	28,605	155.89
2013-09-30	28,625	597.00
2013-09-30	28,561	797.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-10-01	28,715	86.17
2013-10-01	28,655	90.80
2013-10-01	28,662	210.00
2013-10-01	28,728	645.00
2013-10-02	28,859	109.49
2013-10-02	28,840	589.85
2013-10-02	28,773	757.00
2013-10-02	28,746	783.00
2013-10-02	28,788	831.00
2013-10-03	28,959	87.59
2013-10-03	28,950	133.95
2013-10-03	28,955	339.90
2013-10-03	28,940	862.00
2013-10-04	28,986	75.08
2013-10-04	29,095	150.00
2013-10-04	29,005	250.00
2013-10-04	29,058	412.47
2013-10-04	29,059	487.00
2013-10-04	29,044	549.00
2013-10-04	29,078	681.00
2013-10-04	28,998	817.00
2013-10-05	29,158	150.00
2013-10-05	29,067	573.00
2013-10-05	29,204	797.00
2013-10-05	29,129	819.00
2013-10-05	29,187	833.00
2013-10-06	29,268	573.00
2013-10-06	29,253	759.00
2013-10-06	29,220	821.00
2013-10-06	29,244	857.00
2013-10-06	29,214	893.00
2013-10-07	29,348	20.00
2013-10-07	29,324	63.30
2013-10-07	29,359	591.00
2013-10-07	29,379	821.00
2013-10-07	29,305	844.00
2013-10-08	29,383	88.02
2013-10-08	29,432	92.98
2013-10-08	29,457	150.00
2013-10-08	29,467	573.00
2013-10-08	29,439	621.00
2013-10-08	29,435	657.00
2013-10-08	29,448	771.00
2013-10-08	29,390	857.00
2013-10-09	29,543	89.86
2013-10-09	29,513	105.94
2013-10-09	29,568	141.00
2013-10-09	29,579	150.00
2013-10-09	29,481	150.00
2013-10-09	29,566	171.00
2013-10-09	29,576	559.00
2013-10-09	29,506	697.00
2013-10-09	29,547	929.00
2013-10-09	29,575	941.00
2013-10-10	29,572	86.32
2013-10-10	29,643	89.44
2013-10-10	29,623	100.00
2013-10-10	29,551	795.00
2013-10-10	29,667	975.00
2013-10-11	29,715	220.32
2013-10-11	29,658	561.00



## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-10-11	29,703	585.00
2013-10-11	29,707	670.00
2013-10-11	29,659	809.00
2013-10-11	29,716	869.00
2013-10-12	29,723	20.00
2013-10-12	29,767	72.81
2013-10-12	29,762	150.00
2013-10-12	29,798	821.00
2013-10-12	29,835	951.00
2013-10-12	29,838	975.00
2013-10-13	29,870	150.00
2013-10-13	29,859	511.00
2013-10-13	29,833	585.00
2013-10-13	29,899	609.00
2013-10-13	29,868	747.00
2013-10-13	29,872	857.00
2013-10-14	29,960	150.00
2013-10-14	29,966	369.10
2013-10-14	30,003	573.00
2013-10-14	29,968	771.00
2013-10-14	29,936	783.00
2013-10-14	29,951	797.00
2013-10-14	29,961	869.00
2013-10-15	30,094	175.80
2013-10-15	30,059	537.00
2013-10-15	30,002	609.00
2013-10-15	30,091	709.00
2013-10-15	30,120	747.00
2013-10-15	30,047	833.00
2013-10-16	30,219	86.60
2013-10-16	30,161	319.90
2013-10-16	30,214	597.00
2013-10-16	30,199	771.00
2013-10-16	30,168	783.00
2013-10-16	30,148	797.00
2013-10-16	30,205	1,213.00
2013-10-17	30,246	25.00
2013-10-17	30,276	329.27
2013-10-17	30,299	657.00
2013-10-17	30,230	697.00
2013-10-17	30,250	771.00
2013-10-17	30,279	795.00
2013-10-17	30,326	891.00
2013-10-18	30,336	85.32
2013-10-18	30,410	87.45
2013-10-18	30,389	92.41
2013-10-18	30,338	100.00
2013-10-18	30,425	200.00
2013-10-18	30,347	250.00
2013-10-18	30,383	771.00
2013-10-18	30,368	886.00
2013-10-19	30,443	83.62
2013-10-19	30,463	84.19
2013-10-19	30,441	85.04
2013-10-19	30,444	90.43
2013-10-19	30,507	150.60
2013-10-19	30,451	429.40
2013-10-19	30,420	537.00
2013-10-19	30,435	843.00
2013-10-20	30,546	87.88
2013-10-20	30,515	99.63

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-10-20	30,580	121.89
2013-10-20	30,609	150.00
2013-10-20	30,544	537.00
2013-10-20	30,590	555.00
2013-10-20	30,579	573.00
2013-10-20	30,584	630.33
2013-10-20	30,586	645.00
2013-10-20	30,498	746.00
2013-10-20	30,603	891.00
2013-10-21	30,630	70.60
2013-10-21	30,646	84.05
2013-10-21	30,732	84.67
2013-10-21	30,670	114.40
2013-10-21	30,734	116.58
2013-10-21	30,639	597.00
2013-10-21	30,648	697.00
2013-10-21	30,695	857.00
2013-10-22	30,824	17.64
2013-10-22	30,728	20.00
2013-10-22	30,759	76.78
2013-10-22	30,809	90.43
2013-10-22	30,801	94.23
2013-10-22	30,733	324.51
2013-10-22	30,823	547.00
2013-10-22	30,804	561.00
2013-10-22	30,752	609.00
2013-10-22	30,838	633.00
2013-10-22	30,760	833.00
2013-10-22	30,815	833.00
2013-10-22	30,853	889.00
2013-10-23	30,891	89.15
2013-10-23	30,863	153.80
2013-10-23	30,903	286.31
2013-10-23	30,937	549.00
2013-10-23	30,864	733.00
2013-10-23	30,820	771.00
2013-10-23	30,932	941.00
2013-10-24	31,006	59.96
2013-10-24	31,009	94.68
2013-10-24	30,963	150.00
2013-10-24	30,973	200.00
2013-10-24	30,995	200.00
2013-10-24	30,986	250.00
2013-10-24	30,952	621.00
2013-10-25	31,110	89.15
2013-10-25	31,077	100.00
2013-10-25	31,071	112.20
2013-10-25	31,092	127.80
2013-10-25	31,081	131.40
2013-10-25	31,111	479.78
2013-10-25	31,099	627.00
2013-10-25	31,101	905.00
2013-10-26	31,179	25.00
2013-10-26	31,177	98.81
2013-10-26	31,193	100.00
2013-10-26	31,187	809.00
2013-10-27	31,288	250.00
2013-10-27	31,257	597.00
2013-10-27	31,229	833.00
2013-10-27	31,245	905.00
2013-10-28	31,343	99.99

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-10-28	31,336	100.00
2013-10-28	31,387	160.00
2013-10-28	31,348	200.00
2013-10-28	31,382	250.00
2013-10-28	31,358	718.00
2013-10-28	31,301	829.00
2013-10-28	31,406	833.00
2013-10-29	31,481	20.00
2013-10-29	31,416	97.66
2013-10-29	31,471	117.82
2013-10-29	31,498	154.60
2013-10-29	31,428	200.00
2013-10-29	31,503	585.00
2013-10-29	31,402	681.00
2013-10-29	31,505	855.00
2013-10-29	31,453	910.00
2013-10-30	31,526	159.59
2013-10-30	31,540	200.00
2013-10-30	31,509	537.00
2013-10-30	31,573	855.00
2013-10-30	31,616	869.00
2013-10-30	31,560	881.00
2013-10-31	31,827	84.90
2013-10-31	31,665	150.00
2013-10-31	31,732	150.00
2013-10-31	31,707	157.80
2013-10-31	31,668	200.00
2013-10-31	31,828	235.25
2013-10-31	31,647	549.00
2013-10-31	31,594	585.00
2013-10-31	31,589	721.00
2013-10-31	31,643	783.00
2013-10-31	31,588	929.00
2013-11-01	31,736	87.45
2013-11-01	31,720	116.58
2013-11-01	31,748	124.20
2013-11-01	31,722	150.00
2013-11-01	31,758	152.60
2013-11-01	31,679	153.00
2013-11-01	31,769	200.00
2013-11-01	31,785	609.00
2013-11-01	31,709	645.00
2013-11-02	31,837	50.00
2013-11-02	31,851	91.85
2013-11-02	31,820	125.00
2013-11-02	31,829	181.00
2013-11-02	31,861	414.60
2013-11-02	31,793	499.00
2013-11-02	31,809	759.00
2013-11-02	31,845	759.00
2013-11-02	31,891	833.00
2013-11-02	31,833	905.00
2013-11-02	31,843	922.00
2013-11-03	31,955	86.46
2013-11-03	31,969	88.30
2013-11-03	31,912	102.05
2013-11-03	31,953	131.38
2013-11-03	31,940	280.00
2013-11-03	31,943	408.55
2013-11-03	31,915	549.00
2013-11-03	31,908	561.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-03	35,944	561.00
2013-11-03	31,942	597.49
2013-11-03	31,906	721.00
2013-11-03	31,950	771.00
2013-11-03	31,923	821.00
2013-11-03	31,898	821.00
2013-11-04	31,992	69.69
2013-11-04	31,974	99.65
2013-11-04	32,072	169.00
2013-11-04	32,037	197.00
2013-11-04	31,976	200.00
2013-11-04	31,997	328.25
2013-11-04	32,070	489.00
2013-11-04	32,015	549.00
2013-11-04	31,988	561.00
2013-11-04	31,993	585.00
2013-11-04	32,035	771.00
2013-11-04	32,024	821.00
2013-11-04	32,065	855.00
2013-11-04	32,069	873.00
2013-11-04	32,009	905.00
2013-11-04	32,043	910.00
2013-11-04	31,975	1,407.00
2013-11-05	32,101	71.25
2013-11-05	32,098	89.29
2013-11-05	32,116	90.82
2013-11-05	32,097	100.00
2013-11-05	32,115	100.00
2013-11-05	32,139	100.00
2013-11-05	32,071	122.26
2013-11-05	32,100	335.23
2013-11-05	32,123	549.00
2013-11-05	32,089	549.00
2013-11-05	32,151	609.00
2013-11-05	32,120	633.00
2013-11-05	32,159	757.00
2013-11-05	32,092	771.00
2013-11-05	32,096	795.00
2013-11-05	32,142	795.00
2013-11-05	32,191	855.00
2013-11-05	32,102	893.00
2013-11-05	32,103	893.00
2013-11-05	32,143	903.00
2013-11-05	32,048	951.00
2013-11-06	32,304	81.32
2013-11-06	32,176	88.58
2013-11-06	32,206	88.73
2013-11-06	32,245	92.56
2013-11-06	32,205	93.26
2013-11-06	32,227	100.00
2013-11-06	32,224	100.00
2013-11-06	32,225	103.81
2013-11-06	32,218	133.80
2013-11-06	32,278	176.20
2013-11-06	32,168	199.72
2013-11-06	32,255	280.00
2013-11-06	32,210	445.30
2013-11-06	32,241	446.74
2013-11-06	32,254	573.00
2013-11-06	32,219	596.22
2013-11-06	32,260	645.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-06	32,209	747.00
2013-11-06	32,303	783.00
2013-11-06	32,285	809.00
2013-11-06	32,287	833.00
2013-11-06	32,167	833.00
2013-11-06	32,305	857.00
2013-11-06	32,247	896.00
2013-11-06	32,253	953.00
2013-11-06	32,233	1,097.00
2013-11-07	32,397	72.81
2013-11-07	32,322	78.34
2013-11-07	32,358	82.63
2013-11-07	32,350	88.02
2013-11-07	32,317	92.56
2013-11-07	32,378	100.00
2013-11-07	32,385	100.00
2013-11-07	32,342	100.12
2013-11-07	32,307	150.00
2013-11-07	32,340	200.00
2013-11-07	32,352	250.00
2013-11-07	32,379	561.00
2013-11-07	32,294	585.00
2013-11-07	32,356	657.00
2013-11-07	32,296	747.00
2013-11-07	32,391	747.00
2013-11-07	32,302	771.00
2013-11-07	32,310	783.00
2013-11-07	32,308	783.00
2013-11-07	32,286	809.00
2013-11-07	32,377	833.00
2013-11-07	32,292	869.00
2013-11-07	32,295	869.00
2013-11-07	32,366	989.00
2013-11-08	32,411	18.00
2013-11-08	32,442	83.20
2013-11-08	32,463	85.61
2013-11-08	32,474	100.00
2013-11-08	32,433	119.40
2013-11-08	32,415	145.51
2013-11-08	32,424	150.00
2013-11-08	32,390	150.00
2013-11-08	32,496	156.20
2013-11-08	32,435	200.00
2013-11-08	32,477	537.00
2013-11-08	32,434	561.00
2013-11-08	32,456	561.00
2013-11-08	32,449	597.00
2013-11-08	32,468	817.00
2013-11-08	32,445	833.00
2013-11-08	32,461	881.00
2013-11-08	32,407	903.00
2013-11-09	32,530	87.88
2013-11-09	32,555	88.02
2013-11-09	32,536	100.00
2013-11-09	32,507	118.60
2013-11-09	32,522	181.00
2013-11-09	32,554	400.14
2013-11-09	32,508	533.00
2013-11-09	32,498	549.00
2013-11-09	32,489	633.00
2013-11-09	32,573	733.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-11-09	32,480	747.00
2013-11-09	32,576	747.00
2013-11-09	32,574	783.00
2013-11-09	32,552	797.00
2013-11-09	32,525	797.00
2013-11-09	32,549	797.00
2013-11-09	32,553	807.00
2013-11-09	32,532	862.00
2013-11-09	32,516	879.00
2013-11-10	32,638	71.67
2013-11-10	32,647	72.10
2013-11-10	32,617	91.56
2013-11-10	32,623	97.52
2013-11-10	32,672	98.65
2013-11-10	37,036	150.00
2013-11-10	32,666	200.00
2013-11-10	32,685	200.00
2013-11-10	32,635	390.32
2013-11-10	32,596	450.08
2013-11-10	32,591	585.00
2013-11-10	32,620	585.00
2013-11-10	32,611	587.00
2013-11-10	32,653	809.00
2013-11-10	32,654	1,025.00
2013-11-11	32,710	64.44
2013-11-11	32,739	71.38
2013-11-11	32,772	80.61
2013-11-11	32,804	100.00
2013-11-11	32,744	110.00
2013-11-11	32,786	124.20
2013-11-11	32,746	133.80
2013-11-11	32,662	150.00
2013-11-11	32,763	175.02
2013-11-11	32,814	250.00
2013-11-11	32,661	280.00
2013-11-11	32,753	348.05
2013-11-11	32,813	369.33
2013-11-11	32,785	549.00
2013-11-11	32,749	585.00
2013-11-11	32,802	597.00
2013-11-11	32,756	645.00
2013-11-11	32,800	669.00
2013-11-11	32,743	697.00
2013-11-11	32,729	771.00
2013-11-11	32,715	855.00
2013-11-11	32,778	929.00
2013-11-12	32,830	85.08
2013-11-12	32,849	89.01
2013-11-12	32,805	107.02
2013-11-12	32,922	125.00
2013-11-12	32,807	150.00
2013-11-12	33,248	150.00
2013-11-12	32,861	150.00
2013-11-12	32,854	160.00
2013-11-12	33,271	280.00
2013-11-12	32,793	428.18
2013-11-12	33,251	537.00
2013-11-12	32,880	759.00
2013-11-12	32,815	791.40
2013-11-12	32,875	793.00
2013-11-12	32,909	917.00



## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-12	32,862	929.00
2013-11-12	32,838	941.00
2013-11-13	32,934	74.65
2013-11-13	32,864	94.82
2013-11-13	32,908	100.00
2013-11-13	32,883	150.00
2013-11-13	33,264	261.83
2013-11-13	32,915	781.00
2013-11-13	32,949	843.00
2013-11-13	32,931	869.00
2013-11-13	32,921	929.00
2013-11-14	32,957	83.30
2013-11-14	32,950	85.15
2013-11-14	32,970	90.43
2013-11-14	32,952	90.85
2013-11-14	32,966	91.00
2013-11-14	33,071	91.70
2013-11-14	32,947	100.00
2013-11-14	32,935	150.00
2013-11-14	33,024	175.00
2013-11-14	32,986	183.40
2013-11-14	32,968	449.96
2013-11-14	33,012	549.00
2013-11-14	32,956	633.00
2013-11-14	32,978	783.00
2013-11-14	32,945	845.00
2013-11-14	32,965	963.00
2013-11-14	33,253	987.00
2013-11-15	33,047	74.08
2013-11-15	33,059	87.45
2013-11-15	33,076	87.59
2013-11-15	33,057	100.00
2013-11-15	33,098	100.00
2013-11-15	33,016	100.35
2013-11-15	33,049	114.68
2013-11-15	33,103	150.00
2013-11-15	33,022	200.00
2013-11-15	33,051	280.32
2013-11-15	33,120	283.93
2013-11-15	33,040	488.34
2013-11-15	33,031	573.00
2013-11-15	33,055	745.00
2013-11-15	33,102	745.00
2013-11-15	33,035	747.00
2013-11-15	33,039	757.00
2013-11-15	33,065	833.00
2013-11-15	33,112	845.00
2013-11-16	33,259	84.76
2013-11-16	33,150	94.26
2013-11-16	33,196	124.20
2013-11-16	33,146	150.00
2013-11-16	33,278	152.00
2013-11-16	33,172	330.32
2013-11-16	33,204	603.00
2013-11-16	33,238	615.00
2013-11-16	33,217	621.00
2013-11-16	33,149	661.00
2013-11-16	33,171	745.00
2013-11-16	33,163	817.00
2013-11-16	33,162	819.00
2013-11-16	33,223	881.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-16	33,184	905.00
2013-11-16	33,225	1,261.00
2013-11-17	33,312	80.16
2013-11-17	33,359	87.88
2013-11-17	33,318	89.72
2013-11-17	33,221	92.98
2013-11-17	33,330	100.00
2013-11-17	33,287	100.00
2013-11-17	33,300	100.00
2013-11-17	33,351	123.67
2013-11-17	33,332	125.00
2013-11-17	33,320	133.80
2013-11-17	33,313	158.09
2013-11-17	33,355	361.32
2013-11-17	33,344	432.31
2013-11-17	33,305	573.00
2013-11-17	33,230	595.00
2013-11-17	33,284	633.00
2013-11-17	33,281	769.00
2013-11-17	33,288	795.00
2013-11-17	33,257	807.00
2013-11-17	33,317	821.00
2013-11-17	33,310	833.00
2013-11-17	33,366	857.00
2013-11-17	33,241	867.00
2013-11-17	33,214	922.00
2013-11-17	33,260	989.00
2013-11-17	33,290	1,013.00
2013-11-17	33,340	1,037.00
2013-11-18	33,434	95.82
2013-11-18	33,415	96.67
2013-11-18	33,398	100.00
2013-11-18	33,403	103.76
2013-11-18	33,383	138.60
2013-11-18	33,333	150.00
2013-11-18	33,423	161.00
2013-11-18	33,429	250.00
2013-11-18	33,350	280.00
2013-11-18	33,408	280.00
2013-11-18	33,425	290.14
2013-11-18	33,451	597.00
2013-11-18	33,437	597.00
2013-11-18	33,367	614.03
2013-11-18	33,453	747.00
2013-11-18	33,465	757.00
2013-11-18	33,457	771.00
2013-11-18	33,380	782.00
2013-11-18	33,433	845.00
2013-11-18	33,426	845.00
2013-11-18	33,409	862.00
2013-11-19	33,489	87.73
2013-11-19	33,487	150.00
2013-11-19	33,478	150.00
2013-11-19	33,493	150.00
2013-11-19	33,496	449.70
2013-11-19	33,516	561.00
2013-11-19	33,541	745.00
2013-11-19	33,479	747.00
2013-11-19	33,509	783.00
2013-11-19	33,498	817.00
2013-11-19	33,477	867.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-19	33,514	905.00
2013-11-20	33,581	20.00
2013-11-20	33,582	20.00
2013-11-20	33,660	77.91
2013-11-20	33,616	87.02
2013-11-20	33,625	87.59
2013-11-20	33,670	90.57
2013-11-20	33,600	91.85
2013-11-20	33,562	92.27
2013-11-20	33,609	100.00
2013-11-20	37,994	127.21
2013-11-20	33,632	131.40
2013-11-20	33,649	150.00
2013-11-20	33,529	150.00
2013-11-20	33,535	150.00
2013-11-20	33,611	537.00
2013-11-20	33,591	549.00
2013-11-20	33,603	594.28
2013-11-20	33,573	657.00
2013-11-20	33,584	819.00
2013-11-20	33,598	845.00
2013-11-20	33,563	855.00
2013-11-20	33,530	905.00
2013-11-21	33,734	17.97
2013-11-21	33,778	20.00
2013-11-21	33,709	71.82
2013-11-21	33,766	96.38
2013-11-21	33,737	114.80
2013-11-21	33,686	125.00
2013-11-21	33,742	175.80
2013-11-21	33,643	250.00
2013-11-21	33,728	280.00
2013-11-21	33,719	379.36
2013-11-21	33,727	379.53
2013-11-21	33,752	537.00
2013-11-21	33,689	573.00
2013-11-21	33,767	589.31
2013-11-21	33,738	621.00
2013-11-21	33,720	697.00
2013-11-21	33,705	771.00
2013-11-21	33,733	781.00
2013-11-21	33,726	831.00
2013-11-21	33,739	857.00
2013-11-21	33,713	857.00
2013-11-21	33,684	867.00
2013-11-21	33,702	881.00
2013-11-21	33,706	893.00
2013-11-21	33,681	1,145.00
2013-11-22	33,845	86.46
2013-11-22	33,855	100.00
2013-11-22	33,784	100.00
2013-11-22	33,844	125.00
2013-11-22	33,865	150.00
2013-11-22	33,756	250.00
2013-11-22	33,755	312.36
2013-11-22	33,791	438.97
2013-11-22	34,045	537.00
2013-11-22	33,833	549.00
2013-11-22	33,851	573.00
2013-11-22	33,813	591.00
2013-11-22	33,768	597.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-11-22	33,868	681.00
2013-11-22	33,782	709.00
2013-11-22	33,861	745.00
2013-11-22	33,856	757.00
2013-11-22	33,815	833.00
2013-11-22	33,779	867.00
2013-11-22	33,847	869.00
2013-11-22	34,050	881.00
2013-11-22	33,835	881.00
2013-11-23	33,879	20.00
2013-11-23	33,921	20.00
2013-11-23	33,882	50.00
2013-11-23	33,874	78.62
2013-11-23	33,914	87.59
2013-11-23	33,899	150.00
2013-11-23	33,876	150.00
2013-11-23	33,894	171.40
2013-11-23	33,859	488.34
2013-11-23	33,885	537.00
2013-11-23	33,949	573.00
2013-11-23	33,947	573.00
2013-11-23	33,934	697.00
2013-11-23	33,927	845.00
2013-11-23	33,888	898.00
2013-11-23	33,869	898.00
2013-11-23	33,905	1,037.00
2013-11-23	33,891	1,239.00
2013-11-24	33,959	87.31
2013-11-24	33,937	91.00
2013-11-24	34,003	100.00
2013-11-24	34,004	150.00
2013-11-24	33,997	280.00
2013-11-24	34,005	473.64
2013-11-24	34,033	573.00
2013-11-24	34,025	733.00
2013-11-24	33,994	757.00
2013-11-24	33,976	795.00
2013-11-24	34,017	797.00
2013-11-24	33,978	797.00
2013-11-24	33,957	905.00
2013-11-25	34,062	51.79
2013-11-25	34,075	74.79
2013-11-25	34,061	82.31
2013-11-25	34,057	83.91
2013-11-25	34,084	90.85
2013-11-25	34,160	100.00
2013-11-25	34,098	119.84
2013-11-25	34,110	131.40
2013-11-25	34,134	150.00
2013-11-25	34,088	200.00
2013-11-25	34,067	454.59
2013-11-25	34,100	493.38
2013-11-25	34,080	549.00
2013-11-25	34,039	561.00
2013-11-25	34,060	561.00
2013-11-25	34,068	572.49
2013-11-25	34,090	597.01
2013-11-25	34,074	621.00
2013-11-25	34,064	709.00
2013-11-25	34,139	867.00
2013-11-25	34,065	1,023.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-11-26	34,165	19.13
2013-11-26	34,226	63.02
2013-11-26	34,157	86.03
2013-11-26	34,195	90.14
2013-11-26	34,200	90.85
2013-11-26	34,212	100.00
2013-11-26	34,113	110.55
2013-11-26	34,232	112.20
2013-11-26	34,153	118.35
2013-11-26	34,984	150.00
2013-11-26	34,210	150.00
2013-11-26	34,129	189.04
2013-11-26	34,170	250.00
2013-11-26	34,238	523.00
2013-11-26	34,263	573.00
2013-11-26	34,262	585.00
2013-11-26	34,121	597.00
2013-11-26	34,243	645.00
2013-11-26	34,213	819.00
2013-11-26	34,592	843.00
2013-11-26	34,120	845.00
2013-11-26	34,196	857.00
2013-11-26	34,144	1,001.00
2013-11-26	34,191	1,205.00
2013-11-27	34,246	84.01
2013-11-27	34,256	96.95
2013-11-27	34,276	100.00
2013-11-27	34,244	150.00
2013-11-27	34,312	165.80
2013-11-27	34,281	280.00
2013-11-27	34,274	549.00
2013-11-27	34,319	562.47
2013-11-27	34,337	609.00
2013-11-27	34,249	633.00
2013-11-27	34,250	633.00
2013-11-27	34,335	633.00
2013-11-27	34,218	669.00
2013-11-27	34,297	783.00
2013-11-27	34,260	845.00
2013-11-27	34,343	869.00
2013-11-28	34,402	20.00
2013-11-28	34,348	44.99
2013-11-28	34,382	82.63
2013-11-28	34,384	99.90
2013-11-28	34,367	100.00
2013-11-28	34,318	100.00
2013-11-28	34,310	250.00
2013-11-28	34,346	348.55
2013-11-28	34,341	419.60
2013-11-28	34,304	471.23
2013-11-28	34,350	597.00
2013-11-28	34,316	697.00
2013-11-28	34,333	733.00
2013-11-28	34,358	757.00
2013-11-28	34,364	797.00
2013-11-28	34,362	797.00
2013-11-28	34,356	797.00
2013-11-28	34,399	879.00
2013-11-29	34,445	20.00
2013-11-29	34,396	74.94
2013-11-29	34,440	80.04

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-11-29	34,421	82.59
2013-11-29	34,434	100.78
2013-11-29	34,391	150.00
2013-11-29	34,413	280.00
2013-11-29	34,441	353.15
2013-11-29	34,438	520.60
2013-11-29	34,496	537.00
2013-11-29	34,467	573.00
2013-11-29	34,386	633.00
2013-11-29	34,449	687.00
2013-11-29	34,419	753.00
2013-11-29	34,450	771.00
2013-11-29	34,437	783.00
2013-11-29	34,408	797.00
2013-11-29	34,468	989.00
2013-11-30	34,484	74.37
2013-11-30	34,512	82.63
2013-11-30	34,541	83.76
2013-11-30	34,515	99.30
2013-11-30	34,483	100.00
2013-11-30	34,527	103.19
2013-11-30	34,544	145.51
2013-11-30	34,501	180.60
2013-11-30	34,535	200.00
2013-11-30	34,602	537.00
2013-11-30	34,500	549.00
2013-11-30	34,498	573.00
2013-11-30	34,503	585.00
2013-11-30	34,601	645.00
2013-11-30	34,572	693.00
2013-11-30	34,533	721.00
2013-11-30	34,571	783.00
2013-11-30	34,570	857.00
2013-11-30	34,524	1,129.00
2013-12-01	34,641	72.53
2013-12-01	34,642	82.63
2013-12-01	34,672	100.00
2013-12-01	34,656	133.80
2013-12-01	34,607	150.00
2013-12-01	34,667	150.00
2013-12-01	34,598	150.00
2013-12-01	34,613	216.60
2013-12-01	34,652	250.00
2013-12-01	34,663	255.39
2013-12-01	34,562	345.05
2013-12-01	34,687	585.00
2013-12-01	34,658	657.00
2013-12-01	34,644	833.00
2013-12-01	34,597	845.00
2013-12-01	34,682	934.00
2013-12-02	34,751	83.62
2013-12-02	34,683	89.58
2013-12-02	34,805	94.97
2013-12-02	34,781	100.00
2013-12-02	34,852	124.20
2013-12-02	34,721	127.21
2013-12-02	34,747	136.20
2013-12-02	34,765	150.00
2013-12-02	34,780	150.00
2013-12-02	34,692	150.00
2013-12-02	34,921	150.00



**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-02	34,916	150.60
2013-12-02	34,743	240.60
2013-12-02	34,810	250.00
2013-12-02	34,789	250.00
2013-12-02	34,778	280.00
2013-12-02	34,821	573.00
2013-12-02	34,820	591.00
2013-12-02	34,700	711.00
2013-12-02	34,802	736.79
2013-12-02	34,777	797.00
2013-12-02	34,804	833.00
2013-12-02	34,826	843.00
2013-12-02	34,693	855.00
2013-12-02	34,813	857.00
2013-12-02	34,827	1,001.00
2013-12-02	34,748	1,025.00
2013-12-03	34,910	50.00
2013-12-03	34,901	86.46
2013-12-03	34,888	91.42
2013-12-03	34,907	94.26
2013-12-03	34,870	100.00
2013-12-03	34,895	100.00
2013-12-03	34,875	113.04
2013-12-03	34,939	121.26
2013-12-03	34,829	125.00
2013-12-03	34,876	127.80
2013-12-03	34,877	127.80
2013-12-03	34,928	150.00
2013-12-03	34,917	150.00
2013-12-03	34,872	150.00
2013-12-03	34,903	250.00
2013-12-03	34,883	280.00
2013-12-03	34,922	537.00
2013-12-03	34,844	771.00
2013-12-03	34,887	771.00
2013-12-03	34,893	813.00
2013-12-03	34,927	831.00
2013-12-03	34,929	833.00
2013-12-03	34,835	891.00
2013-12-04	35,030	20.00
2013-12-04	35,045	83.62
2013-12-04	34,943	84.94
2013-12-04	35,542	85.18
2013-12-04	35,005	91.85
2013-12-04	35,085	102.05
2013-12-04	34,945	150.00
2013-12-04	35,073	150.00
2013-12-04	35,055	150.00
2013-12-04	35,068	150.00
2013-12-04	34,995	150.00
2013-12-04	34,979	250.00
2013-12-04	35,053	364.69
2013-12-04	34,996	549.00
2013-12-04	35,025	573.00
2013-12-04	35,083	669.00
2013-12-04	35,041	747.00
2013-12-04	35,032	809.00
2013-12-04	35,064	821.00
2013-12-04	35,012	833.00
2013-12-04	35,014	845.00
2013-12-05	35,166	87.59

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-05	35,147	125.00
2013-12-05	35,128	150.00
2013-12-05	35,133	150.00
2013-12-05	35,176	150.00
2013-12-05	35,116	150.00
2013-12-05	35,076	199.72
2013-12-05	35,148	200.00
2013-12-05	35,110	250.00
2013-12-05	35,097	365.30
2013-12-05	35,183	537.00
2013-12-05	35,132	537.00
2013-12-05	35,063	573.00
2013-12-05	35,082	597.00
2013-12-05	35,181	639.00
2013-12-05	35,182	639.00
2013-12-05	35,179	733.00
2013-12-05	35,078	765.00
2013-12-05	35,101	783.00
2013-12-05	35,175	831.00
2013-12-05	35,120	845.00
2013-12-05	35,098	879.00
2013-12-06	35,211	15.98
2013-12-06	35,246	18.11
2013-12-06	35,191	20.00
2013-12-06	35,248	73.94
2013-12-06	35,238	93.97
2013-12-06	35,277	100.00
2013-12-06	35,290	100.00
2013-12-06	35,257	111.26
2013-12-06	35,259	144.28
2013-12-06	35,218	159.00
2013-12-06	35,213	209.54
2013-12-06	35,239	280.00
2013-12-06	35,237	349.96
2013-12-06	35,206	440.92
2013-12-06	35,270	585.00
2013-12-06	35,202	597.00
2013-12-06	35,231	645.00
2013-12-06	35,285	747.00
2013-12-06	35,289	766.31
2013-12-06	35,298	771.00
2013-12-06	35,286	794.82
2013-12-06	35,273	821.00
2013-12-06	35,227	855.00
2013-12-06	35,187	869.00
2013-12-06	35,225	905.00
2013-12-06	35,252	977.00
2013-12-07	35,389	8.26
2013-12-07	35,407	61.52
2013-12-07	35,331	71.97
2013-12-07	35,341	99.22
2013-12-07	35,328	100.64
2013-12-07	35,369	125.00
2013-12-07	35,356	129.00
2013-12-07	35,371	199.72
2013-12-07	35,358	200.00
2013-12-07	35,348	512.49
2013-12-07	35,340	588.68
2013-12-07	35,363	633.00
2013-12-07	35,311	709.00
2013-12-07	35,326	795.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-07	35,359	807.00
2013-12-07	35,386	819.00
2013-12-07	35,370	893.00
2013-12-07	35,292	1,037.00
2013-12-07	35,354	1,049.00
2013-12-07	35,352	1,049.00
2013-12-08	35,449	13.43
2013-12-08	35,392	74.37
2013-12-08	35,448	77.91
2013-12-08	35,488	87.02
2013-12-08	35,436	88.16
2013-12-08	35,402	91.70
2013-12-08	35,451	100.00
2013-12-08	35,500	105.94
2013-12-08	35,514	123.40
2013-12-08	35,512	123.40
2013-12-08	35,505	150.00
2013-12-08	35,450	150.00
2013-12-08	35,497	160.00
2013-12-08	35,439	250.00
2013-12-08	35,472	445.00
2013-12-08	35,409	549.00
2013-12-08	35,410	549.00
2013-12-08	35,382	573.00
2013-12-08	35,435	573.00
2013-12-08	35,463	597.00
2013-12-08	35,465	597.01
2013-12-08	35,455	721.00
2013-12-08	35,460	759.00
2013-12-08	35,490	759.00
2013-12-08	35,442	771.00
2013-12-08	35,474	783.00
2013-12-08	35,447	831.00
2013-12-08	35,399	1,001.00
2013-12-09	35,548	18.08
2013-12-09	35,485	48.32
2013-12-09	35,595	59.40
2013-12-09	35,585	84.05
2013-12-09	35,578	89.01
2013-12-09	35,547	90.57
2013-12-09	35,572	129.00
2013-12-09	35,603	150.00
2013-12-09	35,564	150.00
2013-12-09	35,579	200.00
2013-12-09	35,546	250.00
2013-12-09	35,606	280.00
2013-12-09	35,602	451.42
2013-12-09	35,600	597.00
2013-12-09	35,518	709.00
2013-12-09	35,604	759.00
2013-12-09	35,593	797.00
2013-12-09	35,561	807.00
2013-12-09	35,535	819.00
2013-12-09	35,502	939.00
2013-12-09	35,631	941.00
2013-12-10	35,617	86.32
2013-12-10	35,605	88.30
2013-12-10	35,674	100.00
2013-12-10	35,645	100.00
2013-12-10	35,675	100.00
2013-12-10	35,679	121.26

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-10	35,698	121.80
2013-12-10	35,620	183.00
2013-12-10	35,663	549.00
2013-12-10	35,608	621.00
2013-12-10	35,659	627.00
2013-12-10	38,003	657.00
2013-12-10	35,646	657.00
2013-12-10	35,650	759.00
2013-12-10	35,716	783.00
2013-12-10	35,685	795.00
2013-12-10	35,714	819.00
2013-12-10	38,005	821.00
2013-12-10	35,644	845.00
2013-12-10	35,688	845.00
2013-12-10	35,623	881.00
2013-12-10	35,668	893.00
2013-12-10	35,693	994.00
2013-12-11	35,785	20.00
2013-12-11	35,780	20.00
2013-12-11	35,770	87.59
2013-12-11	35,718	87.59
2013-12-11	35,749	93.32
2013-12-11	35,740	100.00
2013-12-11	35,744	118.72
2013-12-11	35,788	150.00
2013-12-11	35,799	150.00
2013-12-11	35,776	150.00
2013-12-11	35,777	150.00
2013-12-11	35,845	200.00
2013-12-11	35,786	309.96
2013-12-11	35,731	561.00
2013-12-11	35,707	597.00
2013-12-11	35,766	781.00
2013-12-11	35,795	787.00
2013-12-11	35,752	809.00
2013-12-11	35,754	833.00
2013-12-11	35,815	855.00
2013-12-11	35,769	855.00
2013-12-11	35,810	881.00
2013-12-11	35,820	977.00
2013-12-12	35,931	76.07
2013-12-12	35,855	80.47
2013-12-12	35,827	100.00
2013-12-12	35,848	100.00
2013-12-12	35,876	100.00
2013-12-12	36,071	100.00
2013-12-12	35,826	100.00
2013-12-12	35,886	103.33
2013-12-12	35,905	117.00
2013-12-12	35,893	119.40
2013-12-12	35,901	200.00
2013-12-12	35,920	250.00
2013-12-12	36,239	280.00
2013-12-12	35,862	430.32
2013-12-12	35,925	549.00
2013-12-12	36,070	549.00
2013-12-12	35,854	549.00
2013-12-12	35,880	573.00
2013-12-12	35,856	637.00
2013-12-12	35,847	709.00
2013-12-12	35,821	729.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-12	35,877	741.00
2013-12-12	35,836	759.00
2013-12-12	35,878	819.00
2013-12-12	35,883	869.00
2013-12-12	35,914	975.00
2013-12-13	36,027	79.05
2013-12-13	36,016	83.20
2013-12-13	36,026	86.03
2013-12-13	36,052	89.58
2013-12-13	36,008	97.42
2013-12-13	36,057	100.00
2013-12-13	35,991	104.32
2013-12-13	36,032	150.60
2013-12-13	35,934	250.00
2013-12-13	36,047	597.00
2013-12-13	35,955	597.00
2013-12-13	36,005	597.00
2013-12-13	35,959	633.00
2013-12-13	36,039	697.00
2013-12-13	36,009	709.00
2013-12-13	36,013	757.00
2013-12-13	35,961	797.00
2013-12-13	35,971	807.00
2013-12-13	36,030	807.00
2013-12-13	36,035	819.00
2013-12-13	35,979	833.00
2013-12-13	35,980	877.00
2013-12-13	36,015	881.00
2013-12-13	35,990	891.00
2013-12-13	35,948	953.00
2013-12-13	36,038	973.00
2013-12-13	36,024	997.00
2013-12-14	36,160	20.00
2013-12-14	36,097	93.12
2013-12-14	36,153	115.00
2013-12-14	36,154	123.00
2013-12-14	36,101	128.27
2013-12-14	36,152	150.00
2013-12-14	36,089	150.00
2013-12-14	36,094	150.00
2013-12-14	36,082	150.00
2013-12-14	36,142	166.20
2013-12-14	36,172	200.00
2013-12-14	36,063	209.73
2013-12-14	36,095	250.00
2013-12-14	36,115	280.00
2013-12-14	36,060	459.22
2013-12-14	36,118	464.87
2013-12-14	36,168	537.00
2013-12-14	36,173	549.00
2013-12-14	36,098	573.00
2013-12-14	36,093	609.00
2013-12-14	36,122	633.00
2013-12-14	36,104	697.00
2013-12-14	36,156	734.70
2013-12-14	36,127	797.00
2013-12-14	36,125	809.00
2013-12-14	36,064	833.00
2013-12-14	36,120	845.00
2013-12-14	36,049	867.00
2013-12-14	36,091	891.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-15	36,199	74.00
2013-12-15	36,158	90.29
2013-12-15	36,216	90.43
2013-12-15	36,208	96.24
2013-12-15	36,227	100.00
2013-12-15	36,253	100.00
2013-12-15	36,281	118.20
2013-12-15	36,167	150.00
2013-12-15	36,181	150.00
2013-12-15	36,130	190.00
2013-12-15	36,230	248.43
2013-12-15	36,144	381.00
2013-12-15	36,220	535.00
2013-12-15	36,150	609.00
2013-12-15	36,217	609.00
2013-12-15	36,226	684.00
2013-12-15	36,143	729.00
2013-12-15	36,193	783.00
2013-12-15	36,185	797.00
2013-12-15	36,214	833.00
2013-12-15	36,212	833.00
2013-12-15	36,196	867.00
2013-12-15	36,207	903.00
2013-12-15	36,176	905.00
2013-12-15	36,136	917.00
2013-12-15	36,132	941.00
2013-12-16	36,350	56.14
2013-12-16	36,304	94.97
2013-12-16	36,337	96.10
2013-12-16	36,278	100.00
2013-12-16	36,357	141.40
2013-12-16	36,242	146.60
2013-12-16	36,270	150.00
2013-12-16	36,348	163.40
2013-12-16	36,344	280.00
2013-12-16	36,387	280.00
2013-12-16	36,273	345.05
2013-12-16	36,257	499.00
2013-12-16	36,352	549.00
2013-12-16	36,295	573.00
2013-12-16	36,386	585.00
2013-12-16	36,297	602.61
2013-12-16	36,291	609.00
2013-12-16	36,238	717.00
2013-12-16	36,302	771.00
2013-12-16	36,367	783.00
2013-12-16	36,234	807.00
2013-12-16	36,266	845.00
2013-12-16	36,311	869.00
2013-12-16	36,312	869.00
2013-12-16	36,345	869.00
2013-12-16	36,277	949.00
2013-12-17	36,361	20.00
2013-12-17	36,469	78.91
2013-12-17	36,409	87.88
2013-12-17	36,393	90.25
2013-12-17	36,428	94.68
2013-12-17	36,360	101.63
2013-12-17	36,464	145.80
2013-12-17	36,355	150.00
2013-12-17	36,370	150.00



## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-17	36,382	150.00
2013-12-17	36,458	200.00
2013-12-17	36,425	549.00
2013-12-17	36,383	585.00
2013-12-17	36,436	621.00
2013-12-17	36,432	621.00
2013-12-17	36,462	681.00
2013-12-17	36,467	721.00
2013-12-17	36,426	747.00
2013-12-17	36,431	807.00
2013-12-17	36,415	1,047.00
2013-12-18	36,533	81.92
2013-12-18	36,530	84.30
2013-12-18	36,494	87.59
2013-12-18	36,560	100.00
2013-12-18	36,482	150.00
2013-12-18	36,565	150.00
2013-12-18	36,492	150.00
2013-12-18	36,520	161.40
2013-12-18	36,501	227.30
2013-12-18	36,454	549.00
2013-12-18	36,551	573.00
2013-12-18	36,609	598.00
2013-12-18	36,519	619.59
2013-12-18	36,456	657.00
2013-12-18	36,555	783.00
2013-12-18	36,546	821.00
2013-12-18	36,455	821.00
2013-12-18	36,567	855.00
2013-12-18	36,554	857.00
2013-12-18	36,540	1,061.00
2013-12-19	36,600	100.00
2013-12-19	36,592	124.20
2013-12-19	36,603	124.20
2013-12-19	36,673	126.60
2013-12-19	36,572	150.00
2013-12-19	36,633	170.60
2013-12-19	36,651	200.00
2013-12-19	36,661	371.45
2013-12-19	36,590	403.24
2013-12-19	36,598	549.00
2013-12-19	36,582	573.00
2013-12-19	36,675	635.00
2013-12-19	36,691	645.00
2013-12-19	36,689	681.00
2013-12-19	36,642	697.00
2013-12-19	36,628	697.00
2013-12-19	36,602	709.00
2013-12-19	36,677	759.00
2013-12-19	36,624	765.00
2013-12-19	36,612	771.00
2013-12-19	36,588	771.00
2013-12-19	36,694	845.00
2013-12-19	36,575	869.00
2013-12-19	36,647	905.00
2013-12-19	36,674	927.00
2013-12-19	36,631	949.00
2013-12-19	36,645	1,045.00
2013-12-20	36,731	100.00
2013-12-20	36,784	129.05
2013-12-20	36,801	150.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-20	36,721	150.00
2013-12-20	36,799	280.00
2013-12-20	36,688	335.23
2013-12-20	36,797	537.00
2013-12-20	36,726	549.00
2013-12-20	36,806	549.00
2013-12-20	36,826	585.00
2013-12-20	36,774	588.67
2013-12-20	36,783	621.00
2013-12-20	36,844	658.00
2013-12-20	36,804	733.00
2013-12-20	36,686	747.00
2013-12-20	36,702	757.00
2013-12-20	36,770	757.00
2013-12-20	36,678	769.00
2013-12-20	36,765	783.00
2013-12-20	36,717	795.00
2013-12-20	36,792	833.00
2013-12-20	36,760	869.00
2013-12-20	36,720	879.00
2013-12-21	36,866	69.83
2013-12-21	36,828	81.60
2013-12-21	36,853	84.33
2013-12-21	36,947	86.17
2013-12-21	36,901	98.65
2013-12-21	36,810	100.00
2013-12-21	36,902	100.00
2013-12-21	36,860	100.00
2013-12-21	36,937	100.00
2013-12-21	36,927	101.06
2013-12-21	36,889	119.40
2013-12-21	36,815	150.00
2013-12-21	36,913	150.00
2013-12-21	36,847	189.90
2013-12-21	36,854	280.00
2013-12-21	36,838	280.00
2013-12-21	36,932	420.18
2013-12-21	36,808	561.00
2013-12-21	36,953	585.00
2013-12-21	36,865	609.00
2013-12-21	36,795	657.00
2013-12-21	36,890	669.00
2013-12-21	36,883	709.00
2013-12-21	36,951	718.00
2013-12-21	36,898	747.00
2013-12-21	38,016	771.00
2013-12-21	36,928	809.00
2013-12-21	36,945	821.00
2013-12-21	37,478	843.00
2013-12-21	36,887	879.00
2013-12-21	36,908	879.00
2013-12-21	36,934	903.00
2013-12-21	36,914	905.00
2013-12-21	36,817	941.00
2013-12-21	36,936	985.00
2013-12-22	37,008	74.37
2013-12-22	36,986	81.92
2013-12-22	36,969	84.61
2013-12-22	36,917	85.32
2013-12-22	37,004	86.46
2013-12-22	37,001	90.71

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-22	37,026	141.80
2013-12-22	36,970	188.00
2013-12-22	36,993	239.80
2013-12-22	37,032	280.00
2013-12-22	36,968	408.20
2013-12-22	36,924	573.00
2013-12-22	36,933	597.00
2013-12-22	37,021	783.00
2013-12-22	36,981	807.00
2013-12-22	36,916	807.00
2013-12-22	37,048	809.00
2013-12-22	36,940	961.00
2013-12-23	37,058	82.77
2013-12-23	37,074	84.05
2013-12-23	37,083	84.47
2013-12-23	37,078	87.31
2013-12-23	37,122	87.73
2013-12-23	37,307	89.01
2013-12-23	37,082	100.00
2013-12-23	37,121	100.00
2013-12-23	37,094	150.00
2013-12-23	37,071	150.00
2013-12-23	37,015	180.00
2013-12-23	37,084	200.00
2013-12-23	37,014	250.00
2013-12-23	37,034	549.00
2013-12-23	37,076	597.00
2013-12-23	37,116	597.00
2013-12-23	37,112	609.00
2013-12-23	37,109	633.00
2013-12-23	37,092	709.00
2013-12-23	37,028	721.00
2013-12-23	37,029	747.00
2013-12-23	37,090	771.00
2013-12-23	37,089	807.00
2013-12-23	37,096	807.00
2013-12-23	37,061	809.00
2013-12-24	37,226	71.67
2013-12-24	37,153	84.61
2013-12-24	37,224	100.00
2013-12-24	37,160	100.00
2013-12-24	37,171	150.00
2013-12-24	37,172	150.00
2013-12-24	37,179	150.00
2013-12-24	37,152	150.00
2013-12-24	37,213	250.00
2013-12-24	37,144	251.69
2013-12-24	37,164	280.00
2013-12-24	37,151	280.00
2013-12-24	37,148	550.00
2013-12-24	37,203	561.00
2013-12-24	37,195	597.00
2013-12-24	37,114	744.00
2013-12-24	37,186	771.00
2013-12-24	37,158	783.00
2013-12-24	37,204	821.00
2013-12-24	37,141	833.00
2013-12-24	37,174	845.00
2013-12-24	37,127	849.00
2013-12-24	37,115	857.00
2013-12-24	37,221	929.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-24	37,175	1,049.00
2013-12-25	37,469	82.91
2013-12-25	37,240	96.53
2013-12-25	37,223	100.00
2013-12-25	37,261	100.00
2013-12-25	37,232	150.00
2013-12-25	37,288	150.00
2013-12-25	37,295	150.00
2013-12-25	37,263	151.40
2013-12-25	37,314	200.00
2013-12-25	37,218	204.39
2013-12-25	37,214	249.30
2013-12-25	37,320	250.00
2013-12-25	37,255	280.00
2013-12-25	37,325	549.00
2013-12-25	38,020	561.00
2013-12-25	37,290	573.00
2013-12-25	37,251	573.00
2013-12-25	37,216	585.00
2013-12-25	37,313	585.00
2013-12-25	37,272	609.00
2013-12-25	37,241	645.00
2013-12-25	37,264	697.00
2013-12-25	37,350	697.00
2013-12-25	37,300	709.00
2013-12-25	37,222	715.82
2013-12-25	37,319	781.00
2013-12-25	37,296	795.00
2013-12-25	37,217	809.00
2013-12-25	37,281	819.00
2013-12-25	37,239	845.00
2013-12-25	37,294	857.00
2013-12-25	37,233	905.00
2013-12-25	37,235	917.00
2013-12-25	37,271	965.00
2013-12-26	37,419	20.00
2013-12-26	37,399	73.94
2013-12-26	37,455	83.91
2013-12-26	37,345	87.59
2013-12-26	37,429	100.00
2013-12-26	37,329	100.00
2013-12-26	37,343	100.00
2013-12-26	37,372	100.00
2013-12-26	37,445	105.94
2013-12-26	37,461	108.60
2013-12-26	37,408	137.29
2013-12-26	37,391	150.00
2013-12-26	37,380	196.20
2013-12-26	37,352	425.19
2013-12-26	37,400	537.00
2013-12-26	37,357	537.00
2013-12-26	37,427	549.00
2013-12-26	37,432	573.00
2013-12-26	37,323	585.00
2013-12-26	37,341	609.00
2013-12-26	37,428	621.00
2013-12-26	37,299	644.00
2013-12-26	37,413	747.00
2013-12-26	37,444	747.00
2013-12-26	37,387	783.00
2013-12-26	37,386	794.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-26	37,327	809.00
2013-12-26	37,305	821.00
2013-12-26	37,332	831.00
2013-12-26	37,358	833.00
2013-12-26	37,434	857.00
2013-12-26	37,456	905.00
2013-12-26	37,335	953.00
2013-12-27	37,459	77.91
2013-12-27	37,500	78.62
2013-12-27	37,527	87.02
2013-12-27	37,539	89.01
2013-12-27	37,483	100.00
2013-12-27	37,522	146.50
2013-12-27	37,484	150.00
2013-12-27	37,497	150.00
2013-12-27	37,437	150.00
2013-12-27	37,769	250.00
2013-12-27	37,501	463.79
2013-12-27	37,512	549.00
2013-12-27	37,566	609.00
2013-12-27	37,537	747.00
2013-12-27	37,510	759.00
2013-12-27	37,528	797.00
2013-12-27	37,471	893.00
2013-12-27	37,485	917.00
2013-12-27	37,482	963.00
2013-12-28	37,656	18.56
2013-12-28	37,564	20.00
2013-12-28	37,554	88.83
2013-12-28	37,636	94.82
2013-12-28	37,558	107.50
2013-12-28	37,649	113.68
2013-12-28	37,654	150.00
2013-12-28	37,622	150.00
2013-12-28	37,660	150.00
2013-12-28	37,596	167.82
2013-12-28	37,638	200.00
2013-12-28	37,624	200.00
2013-12-28	37,601	537.00
2013-12-28	37,547	548.42
2013-12-28	37,591	549.00
2013-12-28	37,553	561.00
2013-12-28	37,628	561.00
2013-12-28	37,770	597.00
2013-12-28	37,643	603.00
2013-12-28	37,645	603.00
2013-12-28	37,632	671.00
2013-12-28	37,576	681.00
2013-12-28	37,582	757.00
2013-12-28	37,670	819.00
2013-12-28	37,581	821.00
2013-12-28	37,666	833.00
2013-12-29	37,714	83.05
2013-12-29	37,707	86.88
2013-12-29	37,662	93.51
2013-12-29	37,737	100.00
2013-12-29	37,673	100.00
2013-12-29	37,701	125.00
2013-12-29	37,743	150.00
2013-12-29	37,746	178.20
2013-12-29	37,723	250.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2013-12-29	37,706	250.00
2013-12-29	37,657	573.00
2013-12-29	37,741	597.00
2013-12-29	37,734	645.00
2013-12-29	37,668	747.00
2013-12-29	37,731	783.00
2013-12-29	37,680	783.00
2013-12-29	37,702	794.00
2013-12-29	37,721	867.00
2013-12-29	37,699	881.00
2013-12-29	37,730	929.00
2013-12-29	37,698	965.00
2013-12-30	37,790	20.00
2013-12-30	37,775	69.69
2013-12-30	37,805	69.69
2013-12-30	37,874	72.81
2013-12-30	37,750	74.51
2013-12-30	37,981	80.32
2013-12-30	37,817	82.63
2013-12-30	37,810	83.48
2013-12-30	37,782	86.32
2013-12-30	37,898	86.74
2013-12-30	37,858	88.58
2013-12-30	37,841	88.73
2013-12-30	37,847	101.20
2013-12-30	37,849	121.89
2013-12-30	37,886	150.00
2013-12-30	37,814	150.00
2013-12-30	37,983	189.90
2013-12-30	37,825	239.80
2013-12-30	37,811	250.00
2013-12-30	37,774	354.87
2013-12-30	37,801	561.00
2013-12-30	37,883	573.00
2013-12-30	37,767	597.00
2013-12-30	37,785	619.64
2013-12-30	37,865	645.00
2013-12-30	37,813	657.00
2013-12-30	37,857	673.00
2013-12-30	37,826	680.61
2013-12-30	37,753	694.00
2013-12-30	37,764	744.00
2013-12-30	37,875	771.00
2013-12-30	37,823	793.00
2013-12-30	37,840	831.00
2013-12-30	37,812	833.00
2013-12-30	37,859	879.00
2013-12-30	37,787	905.00
2013-12-30	37,827	947.00
2013-12-30	37,749	973.00
2013-12-31	37,928	87.88
2013-12-31	37,932	96.10
2013-12-31	37,925	100.00
2013-12-31	37,958	150.00
2013-12-31	37,893	150.00
2013-12-31	37,909	200.00
2013-12-31	37,955	280.00
2013-12-31	37,977	345.05
2013-12-31	37,964	574.51
2013-12-31	37,870	585.00
2013-12-31	37,967	597.00



**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2013-12-31	37,931	697.00
2013-12-31	37,947	717.00
2013-12-31	37,970	721.00
2013-12-31	37,940	789.00
2013-12-31	37,962	1,085.00
2014-01-01	4	20.00
2014-01-01	104	50.00
2014-01-01	116	80.64
2014-01-01	39	88.80
2014-01-01	92	100.00
2014-01-01	47	100.00
2014-01-01	5	150.00
2014-01-01	7	150.00
2014-01-01	103	150.00
2014-01-01	43	150.00
2014-01-01	88	159.00
2014-01-01	82	225.00
2014-01-01	45	235.05
2014-01-01	13	300.00
2014-01-01	67	370.95
2014-01-01	18	583.00
2014-01-01	44	585.00
2014-01-01	87	597.00
2014-01-01	10	597.00
2014-01-01	8	603.00
2014-01-01	1	645.00
2014-01-01	14	645.00
2014-01-01	58	649.00
2014-01-01	57	709.00
2014-01-01	68	762.09
2014-01-01	12	767.00
2014-01-01	27	819.00
2014-01-01	2	845.00
2014-01-01	110	845.00
2014-01-01	74	857.00
2014-01-01	38	857.00
2014-01-01	25	893.00
2014-01-01	3	905.00
2014-01-01	80	1,105.00
2014-01-01	81	1,428.00
2014-01-02	148	89.52
2014-01-02	153	93.38
2014-01-02	141	94.10
2014-01-02	183	150.00
2014-01-02	112	150.00
2014-01-02	114	150.00
2014-01-02	181	171.00
2014-01-02	130	240.73
2014-01-02	157	241.45
2014-01-02	97	250.00
2014-01-02	119	250.00
2014-01-02	184	433.80
2014-01-02	210	549.00
2014-01-02	200	549.00
2014-01-02	307	573.00
2014-01-02	99	585.00
2014-01-02	208	585.00
2014-01-02	151	621.00
2014-01-02	143	697.00
2014-01-02	167	709.00
2014-01-02	166	709.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2014-01-02	192	709.00
2014-01-02	189	729.00
2014-01-02	169	733.00
2014-01-02	3,630	783.00
2014-01-02	175	807.00
2014-01-02	142	809.00
2014-01-02	100	833.00
2014-01-02	219	845.00
2014-01-02	176	903.00
2014-01-03	292	85.94
2014-01-03	322	90.09
2014-01-03	235	109.43
2014-01-03	267	119.40
2014-01-03	291	150.00
2014-01-03	246	150.00
2014-01-03	203	250.00
2014-01-03	234	585.00
2014-01-03	215	633.00
2014-01-03	564	721.00
2014-01-03	274	721.00
2014-01-03	271	795.00
2014-01-03	262	881.00
2014-01-03	310	893.00
2014-01-04	657	20.00
2014-01-04	654	72.02
2014-01-04	595	80.21
2014-01-04	591	83.15
2014-01-04	331	89.52
2014-01-04	570	92.38
2014-01-04	554	93.10
2014-01-04	571	100.00
2014-01-04	597	125.00
2014-01-04	578	150.00
2014-01-04	338	152.59
2014-01-04	335	175.80
2014-01-04	648	199.26
2014-01-04	612	225.00
2014-01-04	596	250.00
2014-01-04	568	337.30
2014-01-04	628	561.00
2014-01-04	621	573.00
2014-01-04	562	573.00
2014-01-04	547	645.00
2014-01-04	565	648.00
2014-01-04	559	705.00
2014-01-04	336	771.00
2014-01-04	656	795.00
2014-01-04	573	819.00
2014-01-04	629	821.00
2014-01-04	649	831.00
2014-01-04	324	833.00
2014-01-04	567	833.00
2014-01-04	598	833.00
2014-01-04	618	857.00
2014-01-04	557	892.00
2014-01-04	319	953.00
2014-01-04	583	973.00
2014-01-05	760	20.00
2014-01-05	634	86.08
2014-01-05	661	87.37
2014-01-05	723	125.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-05	666	150.00
2014-01-05	680	200.00
2014-01-05	695	250.00
2014-01-05	769	250.00
2014-01-05	767	282.18
2014-01-05	652	537.00
2014-01-05	774	633.00
2014-01-05	602	697.00
2014-01-05	710	721.00
2014-01-05	708	747.00
2014-01-05	658	759.00
2014-01-05	673	771.00
2014-01-05	691	783.00
2014-01-05	735	795.00
2014-01-05	768	833.00
2014-01-05	703	1,069.00
2014-01-06	391	20.00
2014-01-06	364	50.00
2014-01-06	430	53.40
2014-01-06	418	84.50
2014-01-06	362	121.80
2014-01-06	399	150.00
2014-01-06	404	150.00
2014-01-06	403	150.00
2014-01-06	341	239.73
2014-01-06	375	300.00
2014-01-06	352	537.00
2014-01-06	367	537.00
2014-01-06	772	573.00
2014-01-06	432	669.00
2014-01-06	431	687.00
2014-01-06	340	721.00
2014-01-06	416	747.00
2014-01-06	426	769.00
2014-01-06	371	807.00
2014-01-06	393	819.00
2014-01-06	902	821.00
2014-01-06	383	831.00
2014-01-06	398	833.00
2014-01-06	365	941.00
2014-01-07	441	83.50
2014-01-07	445	86.64
2014-01-07	489	89.30
2014-01-07	436	95.39
2014-01-07	467	109.71
2014-01-07	538	150.00
2014-01-07	528	150.00
2014-01-07	443	150.00
2014-01-07	438	150.00
2014-01-07	455	231.86
2014-01-07	518	537.00
2014-01-07	470	549.00
2014-01-07	492	657.00
2014-01-07	444	685.00
2014-01-07	469	693.00
2014-01-07	411	694.00
2014-01-07	495	793.00
2014-01-07	410	821.00
2014-01-07	454	869.00
2014-01-07	504	881.00
2014-01-07	474	953.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-08	796	83.79
2014-01-08	864	90.09
2014-01-08	904	92.09
2014-01-08	881	92.95
2014-01-08	784	150.00
2014-01-08	786	300.00
2014-01-08	540	585.00
2014-01-08	526	759.00
2014-01-08	833	833.00
2014-01-08	808	843.00
2014-01-08	533	857.00
2014-01-09	944	101.40
2014-01-09	972	118.20
2014-01-09	890	150.00
2014-01-09	983	208.20
2014-01-09	942	250.00
2014-01-09	914	250.00
2014-01-09	907	549.00
2014-01-09	937	549.00
2014-01-09	966	549.00
2014-01-09	975	561.00
2014-01-09	920	597.00
2014-01-09	917	609.00
2014-01-09	960	633.00
2014-01-09	867	747.00
2014-01-09	1,004	759.00
2014-01-09	928	795.00
2014-01-09	930	795.00
2014-01-09	896	797.00
2014-01-09	956	809.00
2014-01-09	1,146	809.00
2014-01-09	989	819.00
2014-01-09	984	833.00
2014-01-09	909	877.00
2014-01-09	947	893.00
2014-01-10	1,096	81.50
2014-01-10	1,118	86.08
2014-01-10	1,122	86.80
2014-01-10	1,025	91.09
2014-01-10	1,074	93.53
2014-01-10	1,117	93.67
2014-01-10	1,147	97.11
2014-01-10	1,023	120.13
2014-01-10	1,127	150.00
2014-01-10	1,066	150.00
2014-01-10	1,107	161.00
2014-01-10	1,108	250.00
2014-01-10	1,006	300.00
2014-01-10	1,102	300.00
2014-01-10	1,016	473.50
2014-01-10	1,033	693.00
2014-01-10	1,129	705.00
2014-01-10	1,086	747.00
2014-01-10	1,056	771.00
2014-01-10	1,103	797.00
2014-01-10	1,105	809.00
2014-01-10	1,144	819.00
2014-01-10	1,075	821.00
2014-01-10	1,079	833.00
2014-01-10	991	953.00
2014-01-11	1,227	20.00

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-11	1,177	88.23
2014-01-11	1,195	98.64
2014-01-11	1,223	150.00
2014-01-11	1,151	161.60
2014-01-11	1,193	173.00
2014-01-11	1,168	411.92
2014-01-11	1,207	573.00
2014-01-11	1,218	615.00
2014-01-11	1,219	615.00
2014-01-11	1,228	633.00
2014-01-11	1,171	669.00
2014-01-11	1,152	696.20
2014-01-11	1,125	705.00
2014-01-11	1,194	717.00
2014-01-11	1,159	797.00
2014-01-11	1,165	809.00
2014-01-11	1,235	809.00
2014-01-11	1,191	822.10
2014-01-11	1,158	843.00
2014-01-11	1,212	845.00
2014-01-11	1,190	857.00
2014-01-11	1,111	869.00
2014-01-11	1,113	927.00
2014-01-11	1,149	989.00
2014-01-12	1,270	50.00
2014-01-12	1,280	80.50
2014-01-12	1,253	83.22
2014-01-12	1,255	93.24
2014-01-12	1,275	96.96
2014-01-12	1,229	100.00
2014-01-12	1,285	119.66
2014-01-12	1,305	125.00
2014-01-12	1,271	126.60
2014-01-12	1,240	150.00
2014-01-12	1,265	150.00
2014-01-12	1,294	454.78
2014-01-12	1,267	491.27
2014-01-12	1,325	543.98
2014-01-12	1,215	549.00
2014-01-12	1,301	549.00
2014-01-12	1,334	549.00
2014-01-12	1,283	549.00
2014-01-12	1,279	585.00
2014-01-12	1,317	609.00
2014-01-12	1,315	697.00
2014-01-12	1,266	721.00
2014-01-12	1,250	721.00
2014-01-12	1,277	721.00
2014-01-12	1,329	819.00
2014-01-12	1,249	821.00
2014-01-12	1,328	867.00
2014-01-12	1,281	977.00
2014-01-12	1,297	1,093.00
2014-01-13	1,408	59.99
2014-01-13	1,310	88.94
2014-01-13	1,321	91.95
2014-01-13	1,399	93.10
2014-01-13	1,364	100.00
2014-01-13	1,379	108.49
2014-01-13	1,422	125.00
2014-01-13	1,384	150.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2014-01-13	1,372	151.80
2014-01-13	1,313	250.00
2014-01-13	1,373	262.60
2014-01-13	1,340	549.00
2014-01-13	1,343	549.00
2014-01-13	1,352	561.00
2014-01-13	1,347	591.00
2014-01-13	1,431	609.00
2014-01-13	1,404	633.00
2014-01-13	1,330	673.00
2014-01-13	1,346	717.00
2014-01-13	1,362	733.00
2014-01-13	1,374	759.00
2014-01-13	1,370	831.00
2014-01-13	1,432	989.00
2014-01-14	1,556	87.66
2014-01-14	1,535	92.38
2014-01-14	1,478	100.00
2014-01-14	1,520	110.00
2014-01-14	1,449	125.00
2014-01-14	1,569	142.41
2014-01-14	1,541	150.00
2014-01-14	1,554	150.00
2014-01-14	1,473	167.40
2014-01-14	1,463	273.23
2014-01-14	1,469	277.34
2014-01-14	1,560	549.00
2014-01-14	1,571	561.00
2014-01-14	1,456	585.00
2014-01-14	1,558	609.00
2014-01-14	1,450	621.00
2014-01-14	1,518	633.00
2014-01-14	1,485	733.00
2014-01-14	1,543	795.00
2014-01-14	1,457	797.00
2014-01-14	1,479	813.00
2014-01-14	1,559	819.00
2014-01-14	1,539	831.00
2014-01-14	1,440	841.00
2014-01-14	1,461	881.00
2014-01-15	1,640	83.22
2014-01-15	1,583	85.79
2014-01-15	1,592	150.00
2014-01-15	1,565	150.00
2014-01-15	1,620	150.00
2014-01-15	1,607	192.20
2014-01-15	1,574	250.00
2014-01-15	1,653	300.00
2014-01-15	1,598	537.00
2014-01-15	1,602	549.00
2014-01-15	1,591	685.00
2014-01-15	1,585	697.00
2014-01-15	1,646	797.00
2014-01-15	1,576	845.00
2014-01-15	1,621	869.00
2014-01-16	1,704	83.79
2014-01-16	1,702	92.67
2014-01-16	1,668	125.00
2014-01-16	1,625	150.00
2014-01-16	1,735	173.80
2014-01-16	1,715	250.00



**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-16	1,724	549.00
2014-01-16	1,714	561.00
2014-01-16	1,660	747.00
2014-01-16	1,666	753.00
2014-01-16	1,700	783.00
2014-01-16	1,663	783.00
2014-01-16	1,699	809.00
2014-01-16	1,701	821.00
2014-01-16	1,734	831.00
2014-01-16	1,661	1,193.00
2014-01-17	1,821	94.10
2014-01-17	1,838	100.00
2014-01-17	1,844	100.26
2014-01-17	1,794	119.40
2014-01-17	1,775	125.00
2014-01-17	1,747	150.00
2014-01-17	1,754	150.00
2014-01-17	1,848	250.00
2014-01-17	1,771	363.49
2014-01-17	1,849	537.00
2014-01-17	1,798	561.00
2014-01-17	1,808	732.00
2014-01-17	1,788	793.00
2014-01-17	1,828	809.00
2014-01-17	1,813	819.00
2014-01-17	1,761	941.00
2014-01-18	1,884	88.37
2014-01-18	1,864	90.38
2014-01-18	1,899	90.66
2014-01-18	1,948	114.60
2014-01-18	1,874	150.00
2014-01-18	1,847	150.00
2014-01-18	1,910	246.38
2014-01-18	1,949	250.00
2014-01-18	1,865	300.00
2014-01-18	1,922	649.00
2014-01-18	1,902	693.00
2014-01-18	1,901	709.00
2014-01-18	1,877	729.00
2014-01-18	1,861	759.00
2014-01-18	1,876	771.00
2014-01-18	1,842	781.00
2014-01-18	1,841	783.62
2014-01-18	1,947	807.00
2014-01-18	1,894	809.00
2014-01-18	1,914	819.00
2014-01-18	1,928	831.00
2014-01-18	1,909	833.00
2014-01-18	1,916	881.00
2014-01-18	1,879	893.00
2014-01-19	1,976	20.00
2014-01-19	2,012	20.00
2014-01-19	1,954	88.94
2014-01-19	1,984	93.10
2014-01-19	2,032	93.67
2014-01-19	1,966	100.00
2014-01-19	2,011	101.12
2014-01-19	1,986	113.00
2014-01-19	1,985	125.00
2014-01-19	2,027	150.00
2014-01-19	1,994	150.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2014-01-19	1,997	597.00
2014-01-19	1,925	601.26
2014-01-19	1,979	697.00
2014-01-19	1,961	771.00
2014-01-19	1,926	783.00
2014-01-19	1,970	797.00
2014-01-19	1,969	819.00
2014-01-19	1,974	833.00
2014-01-19	1,964	929.00
2014-01-19	1,950	985.00
2014-01-20	2,094	70.27
2014-01-20	2,055	73.77
2014-01-20	2,050	87.66
2014-01-20	2,153	87.80
2014-01-20	2,024	100.00
2014-01-20	2,064	100.56
2014-01-20	2,110	110.00
2014-01-20	2,061	125.00
2014-01-20	2,051	125.00
2014-01-20	2,053	125.00
2014-01-20	2,068	150.00
2014-01-20	2,138	150.00
2014-01-20	2,022	150.00
2014-01-20	2,087	200.00
2014-01-20	2,083	301.80
2014-01-20	2,136	549.00
2014-01-20	2,095	573.00
2014-01-20	2,023	573.00
2014-01-20	2,069	573.00
2014-01-20	2,065	585.00
2014-01-20	2,130	597.00
2014-01-20	2,059	661.00
2014-01-20	2,106	695.18
2014-01-20	2,122	721.00
2014-01-20	2,112	759.00
2014-01-20	2,081	771.00
2014-01-20	2,114	797.00
2014-01-20	2,076	819.00
2014-01-20	2,135	857.00
2014-01-21	2,145	30.00
2014-01-21	2,179	51.48
2014-01-21	2,208	73.62
2014-01-21	2,147	79.49
2014-01-21	2,156	102.40
2014-01-21	2,127	150.00
2014-01-21	2,240	150.00
2014-01-21	2,189	150.00
2014-01-21	2,222	150.00
2014-01-21	2,239	250.00
2014-01-21	2,157	573.00
2014-01-21	2,173	585.00
2014-01-21	2,201	585.00
2014-01-21	2,250	609.00
2014-01-21	2,137	771.00
2014-01-21	2,142	771.00
2014-01-21	2,140	819.00
2014-01-21	2,203	819.00
2014-01-21	2,263	845.00
2014-01-21	2,223	845.00
2014-01-22	2,362	71.76
2014-01-22	2,270	100.00

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2014-01-22	2,351	108.99
2014-01-22	2,291	126.28
2014-01-22	2,295	150.00
2014-01-22	2,255	150.00
2014-01-22	2,333	150.00
2014-01-22	2,318	150.00
2014-01-22	2,328	168.60
2014-01-22	2,371	250.00
2014-01-22	2,284	250.00
2014-01-22	2,272	457.19
2014-01-22	2,345	549.00
2014-01-22	2,287	561.00
2014-01-22	2,337	561.00
2014-01-22	2,274	597.00
2014-01-22	2,344	609.00
2014-01-22	2,277	633.00
2014-01-22	2,356	697.00
2014-01-22	2,326	722.00
2014-01-22	2,304	731.00
2014-01-22	2,310	783.00
2014-01-22	2,289	867.00
2014-01-22	2,375	922.00
2014-01-23	2,380	87.08
2014-01-23	2,395	93.67
2014-01-23	2,425	96.82
2014-01-23	3,195	250.00
2014-01-23	2,453	250.00
2014-01-23	2,391	300.00
2014-01-23	2,398	334.25
2014-01-23	2,422	537.00
2014-01-23	2,393	597.00
2014-01-23	2,379	640.09
2014-01-23	2,335	645.00
2014-01-23	2,451	693.00
2014-01-23	2,435	697.00
2014-01-23	2,421	733.00
2014-01-23	2,406	807.00
2014-01-23	2,385	809.00
2014-01-23	2,444	833.00
2014-01-23	2,432	927.00
2014-01-24	2,510	100.00
2014-01-24	2,462	150.00
2014-01-24	2,514	194.60
2014-01-24	2,552	217.34
2014-01-24	2,548	300.00
2014-01-24	2,486	300.00
2014-01-24	2,459	423.82
2014-01-24	2,511	537.00
2014-01-24	2,543	537.00
2014-01-24	2,445	573.00
2014-01-24	2,547	769.00
2014-01-24	2,573	771.00
2014-01-24	2,468	781.00
2014-01-24	2,528	783.00
2014-01-24	2,737	783.00
2014-01-24	2,494	833.00
2014-01-24	2,456	881.00
2014-01-24	2,516	905.00
2014-01-25	2,608	25.89
2014-01-25	2,660	54.90
2014-01-25	2,576	84.50

## ATTACHMENT A - Q3 FY13/14 BDWO

Trip Date	Run #	Due
2014-01-25	2,633	92.38
2014-01-25	2,657	100.00
2014-01-25	2,582	101.19
2014-01-25	2,675	118.20
2014-01-25	2,587	125.00
2014-01-25	2,602	150.00
2014-01-25	2,566	204.68
2014-01-25	2,644	561.00
2014-01-25	2,620	573.00
2014-01-25	2,601	657.00
2014-01-25	2,610	747.00
2014-01-25	2,652	747.00
2014-01-25	2,577	747.00
2014-01-25	2,588	771.00
2014-01-25	2,627	819.00
2014-01-25	2,661	857.00
2014-01-25	2,622	881.00
2014-01-26	2,769	101.40
2014-01-26	2,746	109.80
2014-01-26	2,689	150.00
2014-01-26	2,733	150.00
2014-01-26	2,696	250.00
2014-01-26	2,688	250.00
2014-01-26	2,666	362.20
2014-01-26	2,750	437.00
2014-01-26	2,742	537.00
2014-01-26	2,676	561.00
2014-01-26	2,664	561.17
2014-01-26	2,699	573.00
2014-01-26	2,703	633.00
2014-01-26	2,663	669.00
2014-01-26	2,698	693.00
2014-01-26	2,692	721.00
2014-01-26	2,697	733.00
2014-01-26	2,667	747.00
2014-01-26	2,756	821.00
2014-01-26	2,722	821.00
2014-01-26	2,768	821.00
2014-01-26	2,685	929.00
2014-01-26	2,736	1,145.00
2014-01-27	2,791	44.14
2014-01-27	2,816	93.81
2014-01-27	2,786	125.00
2014-01-27	2,643	150.00
2014-01-27	2,857	200.00
2014-01-27	2,818	250.00
2014-01-27	2,788	300.00
2014-01-27	2,775	300.00
2014-01-27	2,842	477.34
2014-01-27	2,833	549.00
2014-01-27	2,753	609.00
2014-01-27	2,767	621.00
2014-01-27	2,797	699.21
2014-01-27	2,846	821.00
2014-01-27	2,822	879.00
2014-01-27	2,808	917.00
2014-01-27	2,821	941.00
2014-01-28	2,886	87.80
2014-01-28	3,063	111.60
2014-01-28	2,867	133.55
2014-01-28	2,909	148.20

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-28	2,931	150.00
2014-01-28	2,894	150.00
2014-01-28	2,905	150.00
2014-01-28	2,904	256.06
2014-01-28	2,882	597.00
2014-01-28	2,892	733.00
2014-01-28	2,906	819.00
2014-01-28	2,911	855.00
2014-01-28	2,876	857.00
2014-01-28	2,925	977.00
2014-01-29	2,954	20.00
2014-01-29	2,962	25.00
2014-01-29	3,027	71.05
2014-01-29	3,000	83.93
2014-01-29	3,055	85.51
2014-01-29	2,939	91.38
2014-01-29	3,034	97.68
2014-01-29	2,948	107.40
2014-01-29	2,918	150.00
2014-01-29	2,951	150.00
2014-01-29	3,012	150.00
2014-01-29	2,956	150.00
2014-01-29	2,990	175.00
2014-01-29	2,970	180.60
2014-01-29	2,975	208.12
2014-01-29	3,848	212.99
2014-01-29	2,964	250.00
2014-01-29	3,003	298.29
2014-01-29	3,028	585.00
2014-01-29	2,944	633.00
2014-01-29	2,979	637.00
2014-01-29	3,010	651.45
2014-01-29	2,950	685.00
2014-01-29	3,007	693.00
2014-01-29	2,976	697.00
2014-01-29	2,961	709.00
2014-01-29	2,995	735.00
2014-01-29	3,020	747.00
2014-01-29	2,966	747.00
2014-01-29	2,988	807.00
2014-01-29	3,001	843.00
2014-01-29	2,969	857.00
2014-01-29	2,991	867.00
2014-01-29	3,022	1,121.00
2014-01-30	3,113	43.25
2014-01-30	3,152	50.00
2014-01-30	3,050	50.00
2014-01-30	3,120	72.33
2014-01-30	3,131	75.77
2014-01-30	3,049	88.08
2014-01-30	3,118	92.24
2014-01-30	3,173	97.82
2014-01-30	3,133	99.54
2014-01-30	3,090	100.00
2014-01-30	3,127	110.00
2014-01-30	3,123	126.60
2014-01-30	3,189	161.10
2014-01-30	3,136	250.00
2014-01-30	3,103	250.00
2014-01-30	3,109	393.44
2014-01-30	3,087	573.15

**ATTACHMENT A - Q3 FY13/14 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Due</b>
2014-01-30	3,144	657.00
2014-01-30	3,100	680.60
2014-01-30	3,146	697.00
2014-01-30	3,150	747.00
2014-01-30	3,096	783.00
2014-01-30	3,112	807.00
2014-01-30	3,046	829.00
2014-01-30	3,064	855.00
2014-01-30	3,191	1,013.00
2014-01-31	3,186	20.00
2014-01-31	3,213	89.23
2014-01-31	3,240	89.95
2014-01-31	3,274	121.80
2014-01-31	3,237	125.00
2014-01-31	3,211	125.00
2014-01-31	3,166	150.00
2014-01-31	3,225	150.00
2014-01-31	3,182	205.11
2014-01-31	3,256	250.00
2014-01-31	3,216	275.42
2014-01-31	3,299	573.00
2014-01-31	3,209	692.40
2014-01-31	3,215	709.00
2014-01-31	3,206	747.00
2014-01-31	3,167	781.00
2014-01-31	3,287	795.00
2014-01-31	3,205	819.00
2014-01-31	3,841	821.00
2014-01-31	3,202	833.00
2014-01-31	3,302	855.00
2014-01-31	3,239	857.00
2014-01-31	3,250	869.00
2014-01-31	3,263	869.00
2014-01-31	3,207	881.00
<b># Transports = 2,596</b>		<b>\$1,211,053.35</b>





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6692

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Purchase Orders in Excess of \$50,000

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Getac F110 Tablets for Use as Mobile Data Terminals - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of Getac F110 tablets for use as mobile data terminals and GPS locators in fire apparatus:

- A. Approve the purchase of 60 Getac F110 tablets, per the quotes provided; and
- B. Authorize the issuance of a Purchase Order to PCN Strategies, in the amount of \$117,703.20.

[Funding: Fund 143, Cost Center 330206, Object Code 56401]

#### **BACKGROUND:**

These 60 Getac tablets will be used as mobile data terminal/GPS locators in vehicles and fire apparatus. The installation of these devices in the vehicles, along with other peripheral equipment will improve the dispatch and response time of fire apparatus. They will also enhance communications between the vehicles and dispatchers.

#### **BUDGETARY IMPACT:**

Funding is available in Fund 143, Cost Center 330206.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, Section 46-82, Sealed Bid Process, and Section 46-110, Local Preference.

**IMPLEMENTATION/COORDINATION:**

N/A

---

---

**Attachments**

Getac Quotes

---

---



**PCN Strategies**  
 1101 15th Street NW  
 District of Columbia, District of  
 Columbia 20005  
 United States  
<http://www.pcnstrategies.com>

## Quotation

**Date**  
 Aug 15, 2014 4:14 PM CDT

**Doc #**  
 1309 - rev 1 of 1

**Description**  
 F110 X 60 WIN 8/64 8GB RAM

**SalesRep**  
 Crockett, Steve  
 (P) 202-480-4604  
 (F) 202-318-4522

**Customer Contact**  
 Williams, Jon P.  
 (P) 8504755533  
[jpwllia@co.escambia.fl.us](mailto:jpwllia@co.escambia.fl.us)

**Customer**  
 Escambia County (EC0225)  
 221 Palafox Place  
 Pensacola, Florida 32502  
 (P) (850) 595-4902

**Bill To**  
 Escambia County  
 Karp, Christopher  
 221 Palafox Place  
 Pensacola, Florida 32502  
 (P) (850) 595-4902

**Ship To**  
 Escambia County  
 Karp, Christopher  
 221 Palafox Place  
 Pensacola, Florida 32502  
 (P) (850) 595-4902

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 FedEx Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item Description	List Price	Qty	Tax	Unit Price	Total
1 Getac - GETAC F110 TABLET-11.6IN Intel i5-4300U 1.9GHz Processor, 3MB Cache, 4GB DDR3 RAM, 128GB SSD, 800 NITs LumiBond Touchscreen Display, Dual batteries, 5MP rear camera, web camera, 802.11AC Wireless, Bluetooth, 4G LTE Ready, -21C, IP65, WIN7 64-bit Pro, 3 Year B2B	\$2,249.00	60	No	\$1,737.24	\$104,234.40
2 Getac - GETAC F110 TABLET WIN8 PROFESSIONAL 64BI	\$79.00	60	No	\$61.02	\$3,661.20
3 Getac - UPGRADE RAM TO 8GB (4GB X 2)	\$249.00	60	No	\$163.46	\$9,807.60
Subtotal:					\$117,703.20
Tax (0.000%):					\$0.00
Shipping:					\$0.00
<b>Total:</b>					<b>\$117,703.20</b>



1101 15<sup>th</sup> Street NW, Washington D.C. 20005, Carl Culbertson [carl.c@pcnstrategies.com](mailto:carl.c@pcnstrategies.com) 202-494-4525

Customer: Jon P. Williams  
Name: Escambia FD

Quote Number: F428  
Number: (850) 595-4902

Date: 4/21/14  
Email: [jpwillia@co.escambia.fl.us](mailto:jpwillia@co.escambia.fl.us)



#### Dual Hot-Swappable Batteries.

The F110's unique, hot-swappable dual-battery design allows for potentially infinite, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS.



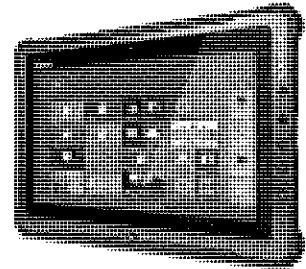
#### Large 11.6" Display.

The F110 features a large 11.6" display utilizing our revolutionary LumiBond technology to achieve a display that is more readable, and offers better contrast and more crisp colors than any other rugged laptop display. The 11.6" widescreen display is ideally suited providing plenty of real estate to run Windows and your apps on.

## F110

### FULLY RUGGED 11.6" TABLET

Large 11.6" LumiBond™ sunlight readable display  
4th gen Intel Core processor  
Built for swappable battery design  
Optional integrated 99.01E keyboard and mouse  
99.2 Thin and lightweight  
Optional HDSDI output for video  
MIL-STD-883C and 883B certified  
Safety testing bumper to bumper reliability



Qty	Part Number	Getac F110 Tablet – Estimated Build Time 4-6 Weeks	Price	Group Total
60	F103	11.6" 800 NITS Sunlight Readable LumiBond LED Multi-Touch Display	\$1,986.00	\$119,176.00
		I5-4300U, 3M Cache, 1.9 GHz, Max Turbo Frequency 2.9 GHz, Intel Vpro		
	F-WIN8P64	Windows 8 Professional 64bit		
		Intel® HD Graphics 4400		
	F-8GB	8GB DDR3 RAM		
		HDD 128GB Solid State Drive		
		802.11ac Intel Dual Band Wireless 7260		
		Bluetooth v4.0 class 1		
		USB 3.0 x 1		
		HDMI x1		
		SMP auto focus camera		
		Docking port x 1		
		Expansion Slot for Barcode Reader, RS232, Ethernet, MicroSD, or USB 2.0 port		
		Headphones out/Mic-In Combo Port x1		
		Trusted Platform Module (TPM) Security Chip 1.2		
		IP65 Rated for water and dust		
		MIL-STD 810G Sealed body, rated for shock vibration & temperature		
		Cable lock slot		
		Dual Li-Ion Batteries, up to 12.4 hours run time		
		3yr Bumper to Bumper Warranty includes Accidental Damage (no charge)		
		Group Total	\$1,986.00	\$119,176.00

## Jon P. Williams

From: Rob Sullivan [robetul@cdwg.com]  
Sent: Thursday, August 14, 2014 4:12 PM  
To: Jon P. Williams  
Subject: CDW-G Quote Confirmation: Quote #FMQC964/P.O. Ref. FMQC964  
Attachments: FMQC964.pdf

[View in a browser](#)

## QUOTE CONFIRMATION





DEAR SHAWN FLETCHER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Thanks! Rob

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
FMQC964	8/14/2014	FMQC964	4038500	\$128,406.60

QUOTE DETAILS					
ITEM		QTY	CDW#	UNIT PRICE	EXT. PRICE
	<u>GETAC F110 TAB I5-4300U 128GB 4GB</u> Mfg. Part#: FLA103 Contract: National Joint Powers Alliance (111309-CDW)	60	3163348	\$1,925.82	\$115,549.20
	<u>Getac upgrade to 8GB - DDR3L - 4GB</u> Mfg. Part#: F-8GB UNSPSC: 43201402 Contract: National Joint Powers Alliance (111309-CDW)	60	3161239	\$214.29	\$12,857.40
SHIPPING DETAILS			SUBTOTAL		\$128,406.60
<b>Shipping Address:</b> ESCAMBIA COUNTY FLORIDA CLERK OF THE CIRCUIT COURT 223 PALAFOX PL RM 210 PENSACOLA, FL 32502-5844 <b>Phone:</b> (850) 595-4841 <b>Shipping Method:</b> DROP SHIP-GROUND <b>Payment Terms:</b> Master Card / VISA			SHIPPING		\$0.00
			GRAND TOTAL		\$128,406.60
			CONVERT QUOTE TO ORDER		

## DEAL OF THE WEEK

Every Monday.  
One new deal.  
One product.

Up to 65% off!

Be the first  
to know!

SUBSCRIBE



Need Assistance? CDW•G SALES CONTACT INFORMATION



Escambia County Fire  
Friday, August 15, 2014

**GETAC F110 Rugged Tablets**

Vendor ID: 45-4068740

**PRODUCTS & SERVICES**

Quantity	Model #	Equipment Description	Unit Price	Total
60	FWA118	Intel i5-4300U 1.9ghz Processor, 3MB Cache, 4GB DDR3 RAM, 128GB SSD, 800 NITS Lumibond Touchscreen Display, Dual Batteries, 5MP rear camera, web camera, 802.11 AC Wireless, Bluetooth, 4G LTE Verizon/AT&T Tri Pass thru, GPS, -21C, IP65, Win 7 64 bit	\$ 2,195.00	\$ 131,700.00
60		3 year Bumper to Bumper Warranty	Included	Included
60	F-WIN8P64	Windows 8 64 Bit	\$ 65.50	\$ 3,930.00
60	F-8GB	Upgrade to 8GB RAM	\$ 206.00	\$ 12,360.00
			<b>Sub-Total</b>	<b>\$ 147,990.00</b>
			<b>Shipping</b>	<b>INCLUDED</b>
			<b>Sales Tax</b>	<b>EXEMPT</b>
			<b>Total</b>	<b>\$ 147,990.00</b>

**OPTIONAL PRODUCTS & SERVICES**

Quantity	Model #	Equipment Description	Unit Price	Total
60	GVDF03	Havis Tri Pss Thru Vehicle Dock & Replication	\$ 750.00	\$ 45,000.00
60	GE1950-2303	12 Volt Lind Vehicle Adapter + Shipping	\$ 88.00	\$ 5,280.00
60	GVFK01	Havis Vehicle Dock & Replication - No Pass Thru	\$ 700.00	\$ 42,000.00

**NOTES**

Assumes client has existing mounting equipment

**TERMS & CONDITIONS**

- Payment Terms: Net 30

Price Valid for 30 days

**PAYABLE TO:**

NexGen Public Safety Solutions  
PO Box 25027  
Greenville, SC 29616 -9997

**CONTACT INFORMATION**

Don Nagle, President  
NexGen Public Safety Solutions  
P.O. Box 1765  
Sanford, FL 32771  
407-802-3328 xt 561  
[skurtz@ngpss.com](mailto:skurtz@ngpss.com)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6690

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Purchase Orders in Excess of \$50,000

From: Mike Weaver

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2014/2015 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2014/2015.

#### **BACKGROUND:**

Issuance of these purchase orders during the first week of October 2014 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2014/2015 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2014/15 budget at the second public hearing scheduled for September 23, 2014.

#### **BUDGETARY IMPACT:**

Funding is budgeted in the various accounts and cost centers listed.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

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



The Department will issue purchase requisitions as soon as is possible on or after October 1, 2014, in accordance with the adopted FY 2014/15 budget.

---

---

**Attachments**

PS Dept FYPOs >\$50K

---

---

**PUBLIC SAFETY DEPARTMENT  
PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2014-2015**

<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
1.AT&T (Bellsouth Telecommunications) Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$230,000	Local service provider
2.Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$100,000	North Central EMS Cooperative (NCEMSC) Pricing Agreement
3.City of Pensacola Vendor Number: 406544 Support of 9-1-1 PS Telecommunicators Fund: 145 (E-911 Operations) Cost Center: 330404	\$246,000	Agreement with Automatic Annual Renewal, as amended, Approved by Board 1/23/1996
4.Fischer Scientific Co., LLC Vendor Number: 061420 Personal Protective Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$150,000	Orange County Contract No. Y12-1086F, Fire Rescue Supplies and Equipment
5.Infor Public Sector, Inc. Vendor Number: 051172 Maintenance/Support of CAD System Funds: 001 (General)/408 (EMS) Cost Centers: 330403/330302	\$84,000	Developer/owner of software and programming code for Computer Aided Dispatch (CAD) system
6.Henry Schein, Inc. (Matrx Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$90,000	Pharmaceutical Purchasing Program MMCAP (Minnesota Multistate Contracting Alliance for Pharmacy) State of FL Contract #268-000-04-1
7.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$75,000	State of FL Contract #863-000-06-01

<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
8.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Ambulance Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$60,000	Florida Sheriff's Association/Florida Association of Counties Contract #14/15-06-0131
9.Moore Medical, LLC Vendor Number: 134711 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$95,000	United Fire Authority, Contract UFA 12-122
10.Physio-Control, Inc. Vendor Number 164035 AED & LifePak Accessories and Supplies Fund: 408 (EMS) Cost Center: 330302	\$85,000	National Association of State Procurement Officers (NASPO) Contract #SW300
11.Ten-8 Fire Equipment, Inc. Vendor Number: 200935 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 13-14.017
12.Sunbelt Fire, Inc. Vendor Number: 195886 Vehicle Maintenance Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 11-12.006
13.Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$290,000	Only local International (manufacturer) certified service provider



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6440

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Copier Lease and Maintenance Agreement for Corrections Department

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning a Copier Lease and Maintenance Agreement with Dex Imaging for the Corrections Department - Jail - Gordon C. Pike, Corrections Department Director

That the Board award a Purchase Order Agreement for a 60-month Lease and Maintenance to Dex Imaging, for the Corrections Department - Jail, for a monthly charge of \$3442.56, with an annual amount of \$41,310.72, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund/Corrections Department, Cost Center 290401 Jail, Object Code 54401, Rentals and Leases]

#### **BACKGROUND:**

A review of the Escambia County Corrections Jail copying and printing equipment revealed there are numerous machines in various locations throughout the Jail. The current monthly cost of operating this equipment is \$4,255.00 per month. The Corrections Department, with the assistance of Information Technology, received quotes from 3 different vendors to provide a solution that would improve efficiency and cut cost. Dex Imaging proposal involves replacing the current outdated equipment with new leased equipment and combining the maintenance and lease fees into one invoice. The current recommendation is to dispose of the current equipment, which was purchased, and consolidate equipment with one vendor which will provide a annual savings of \$812.44 per month.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund/Corrections Department, Cost Center 290401 Jail, Object Code 54401, Rentals and Leases

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

---

**Attachments**

Dex Lease Agreement

Quotes

---





## LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words **Lessee**, **you** and **your** in this Lease, we mean **you, our customer**, which is the Lessee indicated below. When we use the words **we**, **us**, and **our** in this Lease, we mean the **Lessor**, DEX imaging, inc. Our address is **5109 W. Lemon Street, Tampa, FL, 33609**

<b>CUSTOMER INFORMATION</b>	Lessee Name <b>COUNTY OF ESCAMBIA</b>	Tax ID#	Approval #
	Billing Street Address/City/County/State/Zip <b>PO Box 1591 PENSACOLA ESCAMBIA FL 32591</b>		Lease #
	Equipment Location (if different from above) <b>SEE SCHEDULE A</b>	Lessee Phone No.	Customer #

<b>SUPPLIER INFORMATION</b>	Supplier Name <b>DEX imaging, inc.</b>	("SUPPLIER")	Supplier Phone #
	Street Address/City/State/Zip		

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
		SEE SCHEDULE A	

<b>END OF LEASE PURCHASE OPTION</b>	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		<b>PLUS APPLICABLE TAXES</b>
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option	<input type="checkbox"/> Fixed Price Purchase Option of \$ _____	
	<input type="checkbox"/> Fixed Price Purchase Option of _____ % of the Total Cash Price		

<b>TERM AND PAYMENT SCHEDULE</b>	Initial Lease Term: <b>60</b>	Lease Payment: <b>\$2,026.46</b>	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: _____ (Mos.) = \$ _____ B) Sales/Use Tax on Advance Lease Payment = \$ _____ C) One-time Documentation Fee = \$ <b>75.00</b> D) Total of A + B + C = \$ _____ If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.	<b>PLUS APPLICABLE TAXES</b>
	Additional Provisions:			

<b>INSURANCE &amp; TAXES</b>	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
------------------------------	---

<b>TERMS AND CONDITIONS</b>	BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS LEASE, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY A JURY.
-----------------------------	---

<b>DEX imaging, inc.</b> Lessor	<b>COUNTY OF ESCAMBIA</b> Lessee
<b>X</b> Authorized Signature	<b>X</b> Authorized Signature <b>Lumon J. May, Chairman</b>
Print Name & Title	Date

## PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor(s)** indicated below. When we use the words **we**, **us** and **our** in this Personal Guaranty, we mean **DEX imaging, inc.**, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. **THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.**

<b>X</b> Personal Guarantor (no title)	
Print Name	Date
Home Street Address/City/State/Zip	
( )	
Phone Number	

<b>X</b> Personal Guarantor (no title)	
Print Name	Date
Home Street Address/City/State/Zip	
( )	
Phone Number	



**1. LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on the front of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Agreement will be binding on the parties only if DEX imaging, inc. or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX imaging, inc. or its assignee and DEX imaging, inc. after receipt of (i) the deposit payment, if any, shown on the face of this Agreement; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX imaging, inc. shall be to refund to you the amount that has been paid by you. The first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ins and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced.

**2. NO WARRANTIES.** We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Agreement, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software; b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement; c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

**3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You will pay for all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

**4. TAXES AND FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your Attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of \$75.00 (or as otherwise agreed) to cover Our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Lease. You agree that the fees set forth in this Lease may include a profit.

**5. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

**6. INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement (or at commencement if We so elect), and thereafter upon Our written request; (d) if You fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement (or at commencement if We so elect). We have the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in Our discretion. (A) We may secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests. If We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected. If We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year, provided We elect to apply this subsection A. (B) We may bill You and You shall pay Us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided You are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided We elected to apply this subsection B. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

**7. TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless the Purchase Option price shown on the front of this Lease is \$1.00, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us any signed documents we request to protect our interest in the equipment. **YOU AUTHORIZE US TO FILE A**

**COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.**

**8. DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8.

**9. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its' fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application".

**10. FINANCE LEASE STATUS.** The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

**11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

**12. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

**13. INDEMNIFICATION.** You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

**14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.**

**15. FAX EXECUTION.** A fax version of this Lease when received by us shall be binding on you for all purposes as if originally signed. However, the Lease shall only become effective and binding against us when originally signed by us in one of our corporate offices. You agree that the only version of the Lease that is the original for all purposes is the version containing your fax signature and our original signature. If you elect to sign and transmit a Lease by fax, you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

**16. MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you, if you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.



## Amendment

This Amendment amends that certain agreement by and between Dex Imaging, Inc. ("Lessor") and County of Escambia ("Lessee") which agreement is identified in the Lessor's internal books and records as Agreement No. 985126 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Lessor and Lessee have mutually agreed that the following modifications be made to the Agreement.

1. The three consecutive sentences in the section on the face of the Agreement entitled, "**TERMS AND CONDITIONS**," which state, "BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE.", are hereby deleted in their entirety and replaced with the following:

"YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN FLORIDA AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS."

2. The section on the face of the Agreement entitled, "**PERSONAL GUARANTY**," is hereby deleted in its entirety.
3. The second to the last sentence in Section 1, entitled, "**LEASE; DELIVERY AND ACCEPTANCE**," which states, "If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law)," is hereby deleted in its entirety and replaced with the following:

"Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended."

4. The first six sentences in Section 4, entitled, "**TAXES AND FEES**," which state, " You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay Us on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney in fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of \$75.00 (or as otherwise agreed) to cover Our investigation, documentation and other administrative costs in originating this Lease," are hereby deleted in their entirety and replaced with the following:

"You agree not to file any personal property tax returns."

5. Section 6, entitled, "**INSURANCE/COLLATERAL PROTECTION**," is hereby deleted in its entirety.
6. The first sentence in Section 9, entitled, "**REMEDIES**," is hereby deleted in its entirety and replaced with the following:

"If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (c) require that you return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment

other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid in an amount not to exceed the maximum lawful rate."

7. The second sentence in Section 9, entitled, "**REMEDIES**," which states, " "Fair Market Value" of the Equipment means its' fair market value at the end of the Term, assuming good order and condition as estimated by us," is hereby deleted in its entirety.

8. Section 13, entitled, "**INDEMNIFICATION**," is hereby deleted in its entirety and replaced with the following:

**"13. INDEMNIFICATION:** To the extent permitted by law, You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fees and costs, incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession."

9. The following sentences in Section 16, entitled "**MISCELLANEOUS**," are hereby deleted in their entirety:

"If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Lessor.

Dex Imaging, Inc.  
\_\_\_\_\_  
Lessor  
  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name & Title  
  
Date Accepted: \_\_\_\_\_

County of Escambia  
\_\_\_\_\_  
Lessee  
  
By: **X** \_\_\_\_\_  
Signature  
Lumon J. May, Chairman  
\_\_\_\_\_  
Print Name & Title  
  
Date: \_\_\_\_\_

**ATTEST: PAM CHILDERS**  
**Clerk Of The Circuit Court**  
BY \_\_\_\_\_  
**DEPUTY CLERK**

Approved as to form and legal  
sufficiency.

By/Title: Kellie H. HCA  
Date: 8/25/14



## GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Dex Imaging of Alabama ("we", "our") and Escambia, County of DBA Escambia County Board of Commissioners ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 985126 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 8/25/14

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	<b>X</b>	
	SIGNATURE	PRINT NAME & TITLE
		DATE
OUR SIGNATURE		
Dex Imaging of Alabama	SIGNATURE	PRINT NAME & TITLE
		DATE

ATTEST: PAM CHILDERS  
Clerk of The Circuit Court  
BY [Signature] DEPUTY CLERK



# EQUIPMENT SATISFACTION PROGRAM E.S.P.

Exceptional Service Protection

## COMPANY NAME:

COUNTY OF ESCAMBIA

ADDRESS: 221 S PALAFOX PL.

CITY: PENSACOLA ST: FL ZIP: 32502

PHONE: FAX:

CONTACT:

## EQUIPMENT LOCATION:

CORRECTIONS

ADDRESS:

CITY: ST: ZIP:

PHONE: FAX:

CONTACT:

## EQUIPMENT COVERED UNDER THIS AGREEMENT: Charges are Monthly Addendum

MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____
MAKE: _____	MODEL: _____	S/N: _____	BASE: \$ _____	START METER: _____	ID#: _____

BLACK BASE CHARGE \$ 1,046.15 INCLUDES 213,500 COPIES. OVERAGES @ .0049 PER COPY

COLOR BASE CHARGE \$ 369.95 INCLUDES 7,550 COPIES. OVERAGES @ .049 PER COPY

CONTRACT INCLUDES: ☐ Parts & Labor Only  
☒ Parts, Labor, and Supplies with the exception of Paper Products, Staples & Freight  
☐ Platinum Contract\* See Back for special terms and Conditions

SPECIAL INSTRUCTIONS: SEE SCHEDULE A  
KYOCERA PRINTER OVERAGE IS .0067

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE OR ACTS OF GOD ARE NOT COVERED.

COUNTY OF ESCAMBIA

DEX IMAGING AUTHORIZED SIGNATURE

By:

Lumon J. May, Chairman

CUSTOMER'S AUTHORIZED SIGNATURE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk Of The Circuit Court  
BY \_\_\_\_\_  
DEPUTY CLERK

I HAVE CHOSEN NOT TO TAKE A MAINTENANCE AGREEMENT DATE: \_\_\_\_\_  
CUSTOMER'S AUTHORIZED SIGNATURE

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.



## SCOPE OF COVERAGE

This agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this agreement in the event that the equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories or components not authorized by DEX IMAGING are fitted to the equipment.

## 1. BUSINESS HOURS FOR SERVICE.

Maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

## 2. EXTENT OF LABOR SERVICES, REPAIR AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the agreement. In some instances, computer support can be offered on a per call basis.

## 3. TERM

This agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 60 months. It shall be automatically renewed for successive one year periods. **60**

**AUTOMATIC RENEWAL.** This agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

**TERMINATION.** The Initial Term of this agreement shall be as set forth above. In the event that DEX terminates this agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the monthly base charge, or the average of the three (3) most recent billing periods multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term, whichever is greater.

## CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Software during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Blue Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If Customer does not allow the use of Patrol Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

\* Platinum Contract Only: All equipment delivered by DEX IMAGING remains the property of DEX IMAGING. Upon termination of this agreement, printers owned by DEX IMAGING must be purchased by customer within 30 days at a mutually agreed upon price; or customer must make alternate arrangements and allow DEX IMAGING to take possession of it's printers within 60 days. Any printers owned by DEX IMAGING which are not returned will be billed to the customer at replacement value.

## 4. CHARGES

The charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of the date of invoice date for such charges. A copy/print is 8.5 x 11.

## 5. CUSTOMER CHANGES.

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this agreement in the event that it shall determine

that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

## 6. RECONDITIONING

When at its sole discretion, DEX IMAGING determines a shop reconditioning is necessary to keep the equipment within manufacturer's written specifications, DEX IMAGING will submit to the customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable above for the maintenance agreement. If the customer does not authorize such reconditioning, DEX IMAGING may discontinue service of the equipment under this agreement, or may refuse to renew this agreement at the renewal anniversary date. Thereafter service will be on a "per call" basis at the current published rates. Reconditioning does not apply to Platinum Contracts.

## 7. Return of Consumables

In a cost per impression contract, all unused consumable items remain the property of DEX Imaging. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX Imaging.

## 8. AVAILABILITY OF SUPPLIES.

DEX IMAGING Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.). It is Customer's responsibility to have the necessary supplies available for use.

**9. Equipment Purchased.** must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING, may not be covered under this agreement.

## 10. WAIVER OF JURY TRIAL.

~~CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.~~ **B**

## 11. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, ~~or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.~~ **B**

~~If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro-rata basis. If equipment is moved beyond DEX IMAGING service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to Customers' new location and DEX IMAGING published rates for service on a "per call" basis.~~ **B**

If customer uses other than DEX IMAGING' supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may at its option, terminate this agreement. In that event, customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the customer uses only DEX IMAGING supplied materials

## 12. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

## MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.

**ESCAMBIA COUNTY DETENTION****Proposed Solution**

**BUYERS LABORATORY INC. COPIER LINE OF THE YEAR  
KONICA MINOLTA 2014,2013,2012,2011**

**MODELS PROPOSED ARE LISTED BELOW IN  
ORDER FROM THE SPECIFICATION SHEET AND ALL  
EXCEED SPECIFICATIONS LISTED.**

55 PPM B /C	KONICAMINOLTA C554E	1
45 PPM B/C	KONICAMINOLTA C454E	4
32 PPM B/C	KONICAMINOLTA C3850	1
60 PPM B	KONICAMINOLTA 654E	2
50 PPM B	KONICAMINOLTA 554E	1
40 PPM B	KONICAMINOLTA 454E	3
50 PPM B	KONICAMINOLTA 4750	6

**PRINTERS**

50 PPM B	KYOCERA FS 4200DN	1
50 PPM B	KYOCERA FS 4200DN	14
55 PPM B	KYOCERA FS 4300DN	2

**TOTAL NUMBER OF DEVICE REQUESTED 35**

SCHEDULE A  
JB

# COPY PRODUCTS

Escambia County, Florida Board of County Commissioners

Corrections Department

Best and Final Price Quotation

Friday August 8, 2014

Copier Model	B/W PPM	Color PPM	Copy	Scan	Network Print	Extra Drawer	Fax	Duplex	Finisher	Staple	Punch	Quantity	Per Unit Cost	Total For Quantity Requested
Sharp MX-S141N	51	51	X	X	X	X	X	X	X	X	X	1	\$123.00	\$123.00
Sharp MX-S141N	51	51	X	X	X	X	X	X	X	X	X	4	\$123.00	\$492.00
Sharp MX-C300W	30	30	X	X	X		X	X				1	\$14.50	\$14.50
Sharp MX-M623N	62		X	X	X	X	X	X	X	X	X	2	\$133.00	\$266.00
Sharp MX-M565N	56		X	X	X	X	X	X				1	\$67.00	\$67.00
Sharp MX-M465N	46		X	X	X	X	X	X	X	X	X	3	\$76.00	\$228.00
XM3150	50		X	X	X		X	X				6	\$28.67	\$172.00
M3150	50				X	1		X				1	\$18.56	\$18.56
M3150	50				X			X				14	\$14.32	\$200.53
M5155	55				X			X				2	\$20.31	\$40.62

Total Units 35

Total Lease Price Based on 60 Month Term. All Sales and Tangible Property Tax and UCC Filings and Doc Fees are Exempt and there are no additional fees to the County.													LEASE	\$1,622.21
Maintenance for All Items Quoted Covering Up to 213,500 Black & White Images and 7,550 Color Images Per Month													MAINTENANCE	\$1,947.50
Total of Lease Payment and Maintenance Payment:														\$3,569.71

## Overage Pricing Details:

Black & White Overages over the allotted amount of 213,500 images per month is billed quarterly at .007 per page.

Color Overages over the allotted amount of 7,550 images per month is billed quarterly at .06 per page.



## Escambia County Detention MFP/Printer Refresh

Copier-Style	B/W PPM	Color PPM	Copy	Scan	Network Print	Extra Drawer	Fax	Duplex	Finisher	Staple	Punch	Quantity
Ricoh MPC 5503	55	55	x	x	x	large capacity	x	x	x	x	x	1
Ricoh MPC 4503	45	45	x	x	x	large capacity		x	x	x	x	4
Samsung CLX8650	50	50	x	x	x		x	x				1
Ricoh MP 6002SP	60		x	x	x	large capacity	x	x	x	x	x	2
Ricoh MP5002SP	50		x	x	x	large capacity	x	x				1
Ricoh MP 4002SP	40		x	x	x	extra or large capacity	x	x	x	x	x	3
Samsung SCX6555N	55		x	x	x		x	x				6
Printer-Style	B/W PPM	Color PPM	Copy	Scan	Network Print	Extra Drawer	Fax	Duplex	Finisher	Staple	Punch	Quantity
Samsung ML5515ND	55				x	1		x				1
	55				x			x				14
	55				x			x				2

1)This is a 60 month lease of new equipment with maintenance and supplies for an estimated monthly volume of 213,500 B/W images and 7,550 color images.

2)Any taxes should be listed seperately.

3)Quote should be the total monthly cost for all equipment listed above.

4)Please include the per copy cost for B/W and Color excess images.

5)Please include state or federal contract pricing, if applicable.

6)Direct any questions to Brian Jones 850-261-3780 or Chris Bethea 601-408-0869

\$3,965.00

Tax exempt

Black images over 640,500 quarterly billed at .0059

Color images over 22,650 quarterly billed at .0045

State of Florida

This lease is being held by the RJ Young Company. No third parties are being involved. True "In House Leasing" with a "We Make it Right Guarantee"



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6705

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Purchase of Replacement Washers and Dryers for Corrections-Main Jail

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Replacement Washers and Dryers for Escambia County Corrections-Main Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action regarding the replacement of the washers and dryers located at Escambia County Corrections-Main Jail:

A. Approve the purchase of four UniMac Industrial 105 lb. capacity washers and four UniMac Industrial 120 lb. capacity natural gas dryers, for the amount of \$84,820; and

B. Authorize the issuance of a CLEC, Inc.

[Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail Commissary, Object Code 56401]

#### **BACKGROUND:**

A review of the Escambia County Corrections Department - Main Jail washers and dryers revealed the currently out dated equipment is rapidly deteriorating due to the current demand of excess use. The Corrections Department has obtained quotes from 3 different vendors for new equipment which will improve efficiency and cut cost. Pierce Commercial Laundry Distributors quote/contract includes delivery and installation of the new equipment, removal of old equipment, and provides a 3 year all parts warranty.

#### **BUDGETARY IMPACT:**

Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Detention/Jail Commissary, Object Code 56401

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Washer-Dryer Quotes

---

## QUOTE / CONTRACT

NAME / ADDRESS
Escambia County Jail 1700 W Leonard St Pensacola, FL 32501 Bill West

DATE	NUMBER
8/7/2014	12008

PO NUMBER	TERMS	REP	FOB
	Net 30	RBM	Prepaid

QTY	ITEM	DESCRIPTION	COST	TOTAL
4	Misc. Item	Huebsch HCN 100-100 lb extractor-high spin g force	13,384.00	53,536.00T
4	Misc. Item	Auxiliary Electrical Heating for 100 lb extractors-OPTIONAL	700.00	2,800.00T
4	Install - 80#FL	Uncrate, Set In Place, Level, Drill Holes, Install Anchors, Grout, Install Cord, Connect Drain, Test Run And Haul Away Crates.,electrical connection by owner	600.00	2,400.00T
4	Misc. Item	Huebsch 120lb NATURAL GAS dryer-reversing dual digital timer	6,326.00	25,304.00T
4	Install - MDG120	Uncrate, Set In Place, Level And Haul Away Crates. Cord,GAS line, And Venting Materials Sold Separately.,lectrical connection by owner	400.00	1,600.00T
1	Delivery	Delivery From PCLD To Job Site	1,000.00	1,000.00T
1	Freight	Freight Charge From Manufacturer	2,850.00	2,850.00
1	OPL Warranty	3 Years All Parts / 5 Years : Shell, Welded Frame Assembly, Basket, Shaft Assembly, Bearing & Seals / 90 Days Labor Warranty	0.00	0.00T
1	Removal	Removal of Old Equipment Please note all electrical voltage to be verified . All equipment is 3 Phase Exempt - FL Government	1,600.00  0.00%	1,600.00T  0.00
<b>Total</b>				<b>\$91,090.00</b>



**Huebsch is the answer.**



**OPL Galaxy™ 400, 200  
Washer-Extractors with  
eBoost**



 **Huebsch®**





## Introducing the line of Galaxy™ 400 and 200 washer-extractors with **eBoost** from Huebsch.

At Huebsch, our priority is to make the most efficient commercial laundry equipment in the industry. We do this by creating products that make your business easier to run and more profitable. And our washer-extractors with eBoost are no exception.

Customers have selected Huebsch products for their ease of use, supreme durability and because owning a Huebsch product brings a service and support network that's unmatched within the industry. For profitability, reliability and ease of use, Huebsch is the answer.

## Quality You Can Touch

**I need a machine that's durable and works. What do Huebsch Galaxy 400 and 200 washer-extractors with eBoost bring to the table?**

### **Continued industry-leading performance.**

We've made our frames even stronger and quieter with computer-optimization. Our proprietary inverter drive technology provides smooth, reliable power for optimal wash and extraction performance.

### **Convenient chemical dispensing.**

Our fill-and-forget dispenser lets staff add all chemicals — four in total — at the start of the cycle. That means your laundry workers can be more productive. Huebsch washer-extractors also are designed for automatic supply injection systems for greater convenience.



### **Open, shut and lock with ease.**

Our ergonomically-friendly door handles close easily and lock reliably. No more wasted time due to door lock error codes. Huebsch keeps your laundry running at maximum productivity.



### **Advanced protection where you need it.**

To keep your washer running strong, we've designed seals and bearings for optimal corrosion resistance, seven times the water protection and premium heat and wear protection.



## What makes our Line so efficient?

It's **eBoost**, our revolutionary extraction technology that makes us supremely efficient in the following ways:

**Uses 33% less electrical energy and 11% less water than two-speed models.**

This is made possible by our advanced inverter drive technology and improved cylinder and sump system design, which optimizes water use to maximize cleaning and customer satisfaction while reducing non-wash water below the cylinder.

**High-speed extraction reduces drying time.**

Our improved technology spins up to 200 G-Force, removing more water than competitive 100 G-Force models (as much as a 1/2 gallon in a 30 lb. washer-extractor). That means reduced drying time and lower gas consumption for your laundry... did we mention improved throughput? Huebsch Galaxy 200 models produce extracts of 100 G-Force.

**Multiple water levels deliver major savings.**

With the Galaxy 400 control, Huebsch gives you the power to set water levels to conserve this precious (and often expensive) resource. There are three water levels to choose from – low, medium and high. The Galaxy 200 control offers high and low water selections.

**Advanced leak detection eliminates wasted water.**

We've answered laundry managers' calls to help eliminate the issue of stuck drain valves. We offer patented Water Guardian leak detection. This one-of-a-kind technology detects leaks for both the drain and fill valve, eliminating wasted water and resources.

## Control Your Costs

**How does the Galaxy 400 control increase my productivity?**

Infrared communication means fast and easy changes to programs.

Managers with the Galaxy 400 control can easily program and retrieve operations data about their machines through a PDA or laptop PC. Simple access to data and easy programming helps save time and ensures proper wash programs are being followed.



Galaxy 400 (G400)



Galaxy 200 (G200)

## Unmatched Durability

**Commercial laundry equipment is no small expense; I want peace of mind my equipment will last well into the future. What sets Huebsch apart from other brands in terms of reliability?**

**Tested to the limit.**

At Huebsch, we test our machines against the toughest standards in our state-of-the-art test lab. This allows us to create efficient and reliable commercial-quality machines you can trust in the field.

**Not just standing behind our equipment, but standing beside you and your business.**

Our Galaxy washer-extractors with eBoost are manufactured at our Ripon, Wis. headquarters. We warranty the frame, cylinder, shaft, bearings and seals for five years. The entire machine receives Huebsch's standard three-year warranty.

In addition, we have more service representatives in the field than most brands have in their whole organization, and our support is further bolstered by an online component and a help line that takes over 120,000 calls per year.

\*See Huebsch Warranty Bond for specifics.



# OPL

## 20-100 lb G400/G200 Washer-Extractor Specifications

Models		HCN020	HCN030	HCN040	HCN060	HCN080	HCN100
Control Option		Galaxy 400, Galaxy 200	Galaxy 400, Galaxy 200	Galaxy 400, Galaxy 200	Galaxy 400, Galaxy 200	Galaxy 400, Galaxy 200	Galaxy 400, Galaxy 200
Capacity - lb (kg)		20 (9)	30 (13.6)	40 (18)	60 (27)	80 (36)	100 (45)
Overall Width - in (mm)		26 (660)	29 (737)	30 5/8 (778)	34 1/16 (865)	41 1/2 (1054)	41 1/2 (1054)
*Overall Depth - in (mm)		30 1/4 (767)	34 9/16 (878)	39 3/4 (1009)	42 9/16 (1081)	48 5/8 (1234)	52 5/8 (1336)
Overall Height - in (mm)		42 (1067)	45 (1142)	47 1/4 (1199)	49 7/8 (1267)	56 3/16 (1426)	56 3/16 (1426)
Cylinder Diameter - in (mm)		21 (533)	24 (610)	26 1/4 (667)	30 (762)	36 (916)	36 (916)
Cylinder Depth - in (mm)		13 3/4 (349)	16 (406)	20 1/4 (514)	22 (559)	22 (559)	26 (660)
Cylinder Volume - cu. ft. (liters)		2.76 (78.1)	4.19 (118)	6.34 (180)	9.0 (255)	12.4 (354)	13 1/2 (434)
Door Opening Size - in (mm)		11 5/8 (295)	14 5/16 (364)	16 1/4 (413)	16 1/4 (413)	18 1/2 (470)	18 1/2 (470)
Door Bottom to Floor - in (mm)		14 3/8 (365)	14 (356)	14 1/2 (368)	14 15/16 (379)	17 15/16 (455)	17 15/16 (455)
Water Inlet Connection - in (mm)		2 @ 3/4 (19)	2 @ 3/4 (19)	2 @ 3/4 (19)	2 @ 3/4 (19)	2 @ 3/4 (19)	2 @ 3/4 (19)
Drain Diameter - in (mm)		1 @ 2 (52)	1 @ 2 (52)	1 @ 3 (76)	1 @ 3 (76)	1 @ 3 (76)	1 @ 3 (76)
Drain Height to Floor - in (mm)		4 1/2 (114)	4 1/2 (114)	4 13/16 (122)	4 11/16 (119)	5 3/4 (145)	5 3/4 (145)
Motor Power Consumption - HP (kW)		1 (.75)	1 (.75)	2 (1.7)	3 (2.2)	5 (3.7)	5 (3.7)
Total # of Speeds		6, 9	6, 9	6, 9	6, 9	6, 9	6, 9
Cylinder Speeds - RPM (G-Force)	Gentle	37 (0.4)	34 (0.4)	33 (0.4)	31 (0.4)	28 (0.4)	28 (0.4)
	Wash	51 (.8)	48 (.8)	46 (.8)	43 (.8)	39 (.8)	39 (.8)
	Distribution	92 (2.5)	86 (2.5)	82 (2.5)	77 (2.5)	70 (2.5)	70 (2.5)
	Very Low	301 (27)	282 (27)	269 (27)	252 (27)	230 (27)	230 (27)
	Low	518 (80)	485 (80)	464 (80)	434 (80)	396 (80)	396 (80)
	Medium	580 (100)	542 (100)	518 (100)	485 (100)	443 (100)	443 (100)
	** High	648 (120)	606 (120)	579 (120)	542 (120)	495 (120)	495 (120)
	**Very High	710 (150)	664 (150)	635 (150)	594 (150)	542 (150)	542 (150)
	**Ultra High	819 (200)	766 (200)	733 (200)	686 (200)	626 (200)	568 (165)
*** Voltage wires/ Circuit Breaker - FLA	B	120/60/1	15-12	N/A	N/A	N/A	N/A
	X	200-208/220-240/50/60/3/1/3	15-6 (1 Ph) 15-4 (3 Ph)	15-7 (1 Ph) 15-5 (3 Ph)	15-10 (1 Ph) 15.6 (3 Ph)	15-11 (1 Ph) 15-8 (3 Ph)	20-16 (1 Ph) 15-11 (3 Ph)
	Q	200-208/220-240/50/60/3/3	15-5	15-5	15-6	15-8	15-11
	N	440-480/50/60/3/3	15-4	15-4	15-5	15-6	15-8
	P	380-415/50/60/3/3	15-4	15-4	15-5	15-6	15-8
Shipping Dimensions Approx. - in (mm)	Width	28 (711)	31 1/2 (800)	32 1/2 (876)	37 1/2 (953)	44 (1118)	44 (1118)
	Depth	33 13/16 (859)	38 5/16 (973)	43 1/2 (1105)	46 15/16 (1191)	54 1/2 (1384)	58 1/2 (1486)
	Height	48 7/16 (1229)	51 5/16 (1303)	53 5/8 (1361)	56 5/16 (1430)	58 5/8 (1488)	58 5/8 (1488)
Net Weight - lb (kg)		335 (152)	460 (209)	550 (249)	695 (315)	1210 (549)	1260 (572)
Shipping Weight - lb (kg)		365 (166)	495 (225)	590 (268)	745 (338)	1260 (572)	1310 (594)
Slat Crate Shipping Weight - lb (kg)		450 (204)	590 (268)	690 (313)	860 (390)	1380 (628) 2	1435 (651)
****Agency Approvals		cETLus, CE	cETLus, CE	cETLus, CE	cETLus, CE	cETLus, CE	cETLus

\*Overall depth includes vacuum breaker to door handle.

\*\*High, Very High, and Ultra High Spin Speeds are available on the Galaxy 400 models only.

\*\*\*Circuit breaker and amp draw data shown are for models without electric heat. Consult factory for other configurations. Manufacturer strongly recommends using a circuit breaker instead of fuses. Use 3-pole circuit breakers for 3-phase machines.

\*\*\*\* Agency approvals may vary depending on configuration. Consult factory for details. Steam connection requires 1/2" N.P.P.

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management system of Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2000.

Printed in the U.S.A.

©Copyright 2012 Alliance Laundry Systems LLC



Alliance Laundry Systems, Shepard Street P.O. Box 990, Ripon, WI 54971 • 1-800-553-5120 • www.huebsch.com



**Huebsch is the answer.**



OPL  
120 - 200 lb  
Tumble Dryers







## Huebsch is the answer.

Anybody can sell you laundry equipment and discuss the merits of each nut and bolt. However, at Huebsch, our priority is answering your questions about how working with us will make your business easier to run and more profitable.

Customers have selected Huebsch products for their ease of use, supreme durability and because owning a Huebsch product brings a service and support network that's unmatched within the industry. For profitability, reliability and ease of use, Huebsch is the answer.

## Big Performance

**Why are 120 - 200 lb Huebsch NovaStar™ commercial tumble dryers a good fit for my laundry?**

### Extra capacity.

When on-premises laundries are faced with huge loads and no time to waste waiting for a dryer, managers turn to Huebsch NovaStar™ tumble dryers for their extra-large cylinders and superior capacity. NovaStar™ models keep productivity in your laundry high.

### Highly efficient.

Huebsch large capacity tumble dryers give you not only extra capacity, but also superior efficiency with a high performance heater box. Sealed cylinder rims and a concentrated airflow pattern ensure no heat is wasted, helping to keep utility costs down and the laundry yielding maximum throughput volumes.

## Additional Features

**Beyond efficiency, what NovaStar™ features help improve my operation overall?**

### Large door openings.

Huebsch is the answer for fast loading and unloading with 26.89" door openings. When your staff is able to load and unload quickly, your laundry is able to keep loads moving. In addition, the steel construction of our door and heavy-duty hinge ensure both can handle whatever the staff dishes out.





### Easy to clean.

A self-cleaning lint screen means fast, efficient lint removal from the tumble dryer's large storage area. The result is consistent fast, efficient drying.

### Tangle tamer.

NovaStar™ tumble dryers put an end to tangles by making reversing cylinders standard features. That means no more wasted time for staff spent untangling large pieces such as sheets or table linens.

## Excellent Options

**What other options make NovaStar™ models the right choice for my operation?**

### An extra line of defense.

Huebsch offers its Combustion Auto Response Equipped (CARE) system as an option on NovaStar™ tumble dryers. CARE monitors for excessive cylinder temperatures and sprays water on the load should it register an abnormally high reading. A "system active" signal also can be sent to a property's alarm system or another device.



## A Great Finish

**How will these tumble dryers help my laundry deliver fantastic finished results?**

### Staying in control.

NovaStar™ models can be equipped with either Huebsch's extremely user-friendly Galaxy control or Dual Digital control. For the ultimate in utility savings and increased throughput, Galaxy offers OPT (Over-dry Prevention Technology) to end your drying cycle at the exact moisture level that fits



**Galaxy Control**



**Dual Digital Control**

your operation. The Galaxy control also features 30 programmable cycles and three cycle types that allow for greater consistency in drying time. Laundry owners will see savings on their energy and labor costs as well as extended linen life. With the Dual Digital control, operators can set drying time (0-60 minutes), cool down time (0-15 minutes) and temperature (high, medium, low, no heat). Additional user-friendly features include a one-touch cycle repeat, automatic anti-wrinkle extended tumble and time remaining display.

## Unmatched Durability

**Commercial laundry equipment is no small expense; I want peace of mind my equipment will last well into the future. What sets Huebsch apart from other brands in terms of reliability?**

### Quality components.

The NovaStar's™ drive system is built using cast iron pulleys and permanently sealed bearings. An all-belt drive system increases reliability. The bottom line is reliable performance with minimal maintenance.

### Not just standing behind our equipment, but standing beside you and your business.

Our **Made-In-America** product comes with an industry-leading bond. The entire machine receives Huebsch's standard three-year warranty.



In addition, Huebsch has more service representatives in the field than most brands have in their whole organization. Huebsch support is further bolstered by an online component and distribution network that assists customers with their laundry questions.



\*Parts only, labor not included. See Huebsch Warranty Bond for specifics.



# 120 - 200 lb Tumble Dryer Specifications

Models	HT120				HT170		HT200	
Control Options	Micro-Display (OM), Dual Digital (QT)				Micro-Display (OM), Dual Digital (QT)		Micro-Display (OM), Dual Digital (QT)	
Dry Weight Capacity - lb (kg)	120 (54.4)				170 (77.1)		200 (91.0)	
Width - in (mm)	46 3/8" (1178)				53 1/8" (1349)		53 1/8" (1349)	
Depth - in (mm)	67 15/16" (1725)				68 7/8" (1749)		76 11/16" (1948)	
Height - in (mm)	85 11/16" (2177)				94" (2388)		94" (2388)	
Cylinder Depth - in (mm)	41" (1041)				42 1/2" (1080)		50" (1270)	
Cylinder Diameter - in (mm)	44" (1118)				50 3/4" (1289)		50 3/4" (1289)	
Cylinder Volume - cu. ft. (liters)	36.1 (1021)				49.7 (1408)		58.5 (1656)	
Door Opening Size - in (mm)	26 7/8" (683)				26 7/8" (683)		26 7/8" (683)	
Air Outlet Diameter - in (mm)	10" (254)				12" (305)		12" (305)	
Airflow - cfm (liters/sec.)	1600 (755)				2450 (1156)		60 Hz - 2450 (1156) 50 Hz - 2450 (1156)	
Energy Data	Electric - 60 kW Gas Models: 270,000 Btu/hr (79.1 kW) Steam Models: At 100 psi (6.9 bar): 11.7 BHP, 405,000 Btu/hr (118.5 kW)				Gas Models: 395,000 Btu/hr (115.7 kW) Steam Models: At 100 psi (6.9 bar): 18.8 BHP, 648,000 Btu/hr (189.7 kW)		Gas Models: 425,000 Btu/hr (124.6 kW) Steam Models: At 100psi (6.9 bar): 18.8 BHP 648,000 Btu/hr (189.7 kW) At 15 psi (1.0 bar): 12.6 BHP 433,000 Btu/hr (126.9 kW)	
	Recommended operating pressure 80-100 PSIG							
Electrical Specifications	Gas and Steam	Amps	Electric	Amps	Gas and Steam	Amps	Gas and Steam	Amps
	200-208/240/60/3	7.7	240/60/3	152	200-208/240/60/3	13.5	200-208/240/60/3	14.0
	380/400-415/50/3	3.8	380/50/3	94.5	380/400-415/50/3	6.9	380/60/3	8.0
	460-480/60/3	3.9	400-415/50/3	87	460-480/60/3	6.7	460-480/60/3	7.0
	230/50/3	7.3	480/60/3	76.1	380/60/3	6.9	380/400-415/50/3	8.0
	380/60/3	4.1	380/60/3	94.5	440/60/3	6.4	*STEAM ONLY*	
	440/60/3	5.8					440/60/3	7.0
Plumbing Connections - in	Gas: 1" NPT Steam: 3/4" NPT inlet/outlet				Gas: 1" NPT Steam: 3/4" NPT inlet/1" NPT outlet		Gas: 1" NPT Steam: 3/4" inlet / 1" NPT outlet	
Shipping Dimensions	Width	48 1/2" (1232)			58" (1473)		58" (1473)	
Approx. - in (mm)	Depth	72" (1829)			74 1/2" (1892)		80" (2019)	
	Height	90" (2286)			99" (2515)		99" (2515)	
Net Weight - lb (kg)	Gas: 1275 (578) Steam: 1375 (624)				Gas: 1575 (716) Steam: 1675 (761)		Gas & Electric: 1707 (774) Steam: 1807 (794)	
Shipping Weight - lb (kg)	Gas: 1338 (607) Steam: 1446 (656)				Gas: 1667 (756) Steam: 1776 (806)		Gas & Electric: 1718 (779) Steam: 1818 (825)	
Agency Approvals	Gas: cCSA <sub>US</sub> , CE, Australia Gas Steam: cCSA <sub>US</sub> , CE				Gas: cCSA <sub>US</sub> , CE, Australia Gas Steam: cCSA <sub>US</sub> , CE		Gas: cCSA <sub>US</sub> , CE, Australia Gas Steam: cCSA <sub>US</sub> , CE	

Tumble dryer models are made to suit a variety of electrical service characteristics. See your Huebsch distributor for specifications. For further details on installation, refer to Installation, Operation and Maintenance instructions supplied with the tumble dryer. USA and Canada models are certified by C.S.A. International.

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management system of Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2000.

Printed in the U.S.A.

©Copyright 2014 Alliance Laundry Systems LLC

Alliance Laundry Systems, Shepard Street, Ripon, WI 54971 Telephone: 1-800-553-5120





Rick McDonald  
OPL/Contract Specialist  
Pierce Commercial Laundry Distributors  
22258 Marshall Road  
Mandeville, LA. 70471  
Direct Line: 985-635-0346  
Cell: 601-341-5008  
Fax: 985-626-7543  
Toll-Free: 800-254-9274

[rmcdonald@piercecommercial.com](mailto:rmcdonald@piercecommercial.com)

CONFIDENTIALITY NOTICE: This electronic transmission (including any files attached hereto) contains information that is legally privileged, confidential, and exempt from disclosure. The individuals or entities named above are its intended recipient(s). If you are not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that disclosure, dissemination, copying, distribution, or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify me by email. Thank you.

# CLEC,INC

## QUOTE

*Customer Satisfaction always #1*

1626 Tradewinds Dr  
Gulf Breeze, FL 32563  
Phone 850-932-8348 Fax 850-932-6907

DATE: August 8th, 2014  
INVOICE # 100

Bill To: Escambia County Sheriff's Dept  
Main Jail  
Pensacola FL 32501  
Bill West  
[awwest@myescambia.com](mailto:awwest@myescambia.com)

Ship To: Same

### Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
GREG			OUR TRUCK		Due on receipt

### QUOTE FOR CBD - GAS FIRED TUMBLERS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Unimac Model #UWN105K2MX Industrial 105 LB. Capacity Washer Extractor With 200 G-Force Extraction Speed; 30 Cycle Programmable Microprocessor Controls; 208-240/60/3 phase	\$ 12,570.00	\$ 50,280.00
4	Unimac Model #UT120NRE Industrial 120 lb. Capacity <b>Natural Gas</b> Fired Tumbler With Programmable Microprocessor Controls; Equipped With Reversing Cylinder; Features OPTIDRY -over dry protection & CARE -fire safety protection; 208-240/60/3 phase	\$ 6,670.00	\$ 26,680.00
	Delivery, Uncrating, Rigging, Removal Of Existing Equipment, Disposal, Set In Place Of New Equipment, Level, Connect Exhaust To Tumblers, Connect Existing Electrical To Tumblers & Washers, Connect Existing Water Lines To Washers And Drainlines, (Includes Rental Of Forklift)		\$ 4,950.00
	<b>Gas Supply Lines &amp; Connections Must Be Made By Others (Escambia Cty Maintenance)</b>		
	Venting Elbows, Reducers, Tape, Mastic, And Misc Materials Needed For Connection To Existing Vertical Exhaust.		\$ 980.00
	FACTORY FREIGHT		\$ 1,930.00
EXPECTED DATE OF DELIVERY		SUBTOTAL	\$ 84,820.00
WARRANTY		TAX	Not Applicable
PARTS: Per Manufacturer		TOTAL	\$ 84,820.00

LABOR: 90 Days Provided By CLEC

TO ORDER: SIGN & FAX THIS QUOTE ALONG WITH YOUR PURCHASE ORDER TO

850-932-6907

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

UNLESS OTHERWISE STATED, CONNECTION OR RECONNECTION OF UTILITIES IS NOT INCLUDED WITH THIS QUOTE. CONNECTIONS ARE THE RESPONSIBILITY OF THE PURCHASER.

Make all checks payable to **CLEC,INC**

If you have any questions concerning this quote, please contact us.

THANK YOU FOR YOUR BUSINESS!



**UT SERIES**  
120-170 LB TUMBLE DRYERS



**SERIOUS ABOUT LAUNDRY.**

**UniMac**





SERIOUS ABOUT LAUNDRY.

## UT SERIES 120-170 LB TUMBLE DRYERS

UniMac has been recognized around the world as the leading manufacturer of commercial laundry equipment. We produce, sell and support more commercial washers and dryers in North America than any other company. Our UT Series tumble dryers are the most efficient machines on the market, boasting durable construction and reliable performance.

### LOWER YOUR COSTS WITH UNIMAC

Drying cycles are usually 30 percent longer than wash cycles. Reducing dry times to match wash time allows you to run your laundry at maximum efficiency. Our dryers are designed for fast drying while balancing energy costs. With more than 60 years of dryer engineering experience, we have found the perfect balance between drying time and actual Btu usage to conserve energy, maximize throughput and lower labor costs.



### OPTIDRY™ OVER-DRY PREVENTION TECHNOLOGY

OPTidry™

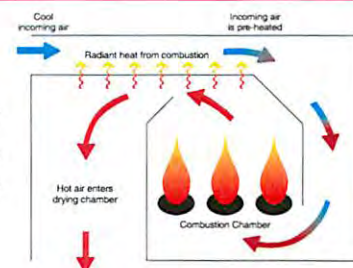
UniMac's optional OPTidry™ system takes efficiency further by eliminating costly over-drying. Removing over-drying from your laundry not only reduces utility expenses, but also curbs labor costs and extends linen life, saving up to thousands of dollars annually.

### INDUSTRY-LEADING DURABILITY

When it comes to your machine lasting longer and looking good, the difference is in the details. And that's where UniMac shines. Our tumble dryers incorporate a durable cart bumper and kick plate to protect dryer fronts from scratches and dents incurred during the laundering process. Constructed of high-grade steel, our heavy-duty door and two-point hinges will stand up to the toughest laundry conditions.

### SPECIAL ENCAPSULATED HEAT SYSTEM

UniMac's enclosed heat system boosts efficiency and helps you keep your laundry environment more comfortable. Energy costs and drying times are reduced because radiant heat from the stove top is used to preheat intake air before it enters the combustion chamber.





## MORE CONTROL OPTIONS

### UniLinc™

UniMac's industry-exclusive UniLinc system represents the pinnacle of laundry management.



1. **Flexible operation** UniLinc allows any combination up to 41 auto-dry and time-dry cycles to be customized using real words instead of codes.
2. **Easy to use** Get started with the push of just two buttons.
3. **Monitor your laundry** Record start, stop and idle time between cycles to track the efficiency of your labor.
4. **Reduce downtime** Receive automatic reminders of daily, weekly and monthly maintenance schedules, while machine errors are recorded by date and time for quick diagnosis and repair.

### Programmable Control

This customizable control allows any combination up to 30 auto-dry and time-dry cycles to be saved, providing easy user interface.



### Dual Digital Timers

This economy control allows the operator to select the ideal temperature, heating time and cooling time for each use.



## C.A.R.E.

In the unlikely event of a linen fire within the cylinder, our Combustion Auto Response Equipped (C.A.R.E.) system, a multi-port water manifold system, will saturate the linens in the cylinder. It can also activate an alarm at a remote location.

## PEACE OF MIND

UniMac offers a three-year limited warranty for any part of the commercial dryer which fails as a result of a defect in material or workmanship during the first three years (36 months) after the date of original installation.\*

\*Parts only, labor not included. See UniMac Warranty Bond for specifics.

## 120-170 LB TUMBLE DRYERS — AT A GLANCE:

- Multiple burner heat system provides quick, stable temperature control
- Stove top and burners can be removed to fit through a standard door opening
- Electrostatically-applied paint
- Self-cleaning lint filter
- Galvanized pre-coated steel cylinder
- Embossed steel front and side panels
- Standard reversing cylinder
- Extended tumble helps prevent wrinkling
- Long-lasting 7/8" heavy-duty rubber door gasket
- 120-pound model now offered with electric heat





		120 LB TUMBLER	170 LB TUMBLER
Dry Weight Capacity - lb (kg)		120 (54.4)	170 (77.1)
Cylinder Size - in (mm) (diameter x depth)		44 x 41 (1118 x 1041)	50 3/4 x 42 1/2 (1289 x 1080)
Cylinder Volume - cu. ft. (liters)		36.1 (1021)	49.7 (1408)
Width - in (mm)		46 3/8 (1178)	53 1/8 (1349)
Depth - in (mm)	Door Closed	67 15/16 (1725)	68 7/8 (1749)
	Door Open 90°	96 1/2 (2451)	97 5/8 (2480)
Height - in (mm)		85 11/16 (2177)	94 (2388)A
Motor - HP	Fan	1	3
	Cylinder	3/4	3/4
Air Outlet Diameter - in (mm)		10 (254)	12 (300)
Airflow - cfm (liters/sec.)		1600 (755)	2450 (1156)
Water Inlet Size (C.A.R.E. System)		(1) 3/4 -11 1/2" NH Hose Connection	(1) 3/4 -11 1/2" NH Hose Connection
Utility Connection		Gas Models - 1 NPT Steam Models - 3/4 NPT	Gas Models - 1 NPT Steam Models - 3/4 NPT (inlet) 1 NPT (outlet)
Energy Data		Electric Models - 60 kW Gas Models - 270,000 Btu/hr (79.1 kW) Steam Models - At 100 psi (6.9 bar): 11.7 BHP 405,000 Btu/hr (118.5 kW) Recommended operating pressure 80-100 PSIG	Gas Models - 395,000 Btu/hr (115.7 kW) Steam Models - At 100 psi (6.9 bar): 18.8 BHP 648,000 Btu/hr (189.7 kW) Recommended operating pressure 80-100 PSIG
Electrical Specifications		Gas and Steam Models - Amps 200-208/240/60/3      7.7 380/400-415/50/3      3.8 460-480/60/3          3.9 Electric Models - Amps 240/60/3              152 380/50/3              94.5 400-415/50/3        87 480/60/3              76.1 380/60/3              94.5	Gas and Steam Models - Amps 200-208/240/60/3      13.5 380/400-415/50/3      6.9 460-480/60/3          6.7
Net Weight (approx.) - lb (kg)		Electric and Gas Models - 1275 (578) Steam Models - 1375 (624)	Gas Models - 1575 (714) Steam Models - 1675 (760)
Shipping Wt. (approx.) - lb (kg) Standard		Electric and Gas Models - 1338 (607) Steam Models - 1446 (656)	Gas Models - 1667 (756) Steam Models - 1776 (806)
Shipping Wt. (approx.) - lb (kg) Slat Crate		Electric and Gas Models - 1447 (656) Steam Models - 1547 (702)	Gas Models - 1791 (812) Steam Models - 1891 (858)
Shipping Dimensions - in (mm) Standard	Width	48 1/2 (1232)	58 (1473)
	Depth	72 (1829)	74 1/2 (1892)
	Height	90 (2286)	99 (2515)
Shipping Dimensions - in (mm) Slat Crate	Width	51 1/2 (1308)	61 (1549)
	Depth	74 (1880)	76 1/2 (1943)
	Height	90 3/4 (2305)	99 3/4 (2534)
Agency Approvals *		Gas Models - CSA, CE, Australia Gas Steam and Electric Models - CSA, CE	Gas Models - CSA, CE, Australia Gas Steam Models - CSA, CE



**To learn more, or to find a distributor in your area, visit [UNIMAC.COM](http://UNIMAC.COM)**  
**Alliance Laundry Systems - Shepard St, Ripon WI 54971 - 1.800.587.5458 - 1.920.748.3121**

\* Agency approvals may vary depending on configuration.

Consult factory for details. Standard domestic voltage 208-240/60/3, 230V/50Hz/1ø3 phase and 380V/50Hz/3 phase units are available. All CE approved models available in 50-cycle. Contact your distributor for specific models available with CE. For electrical specifications, circuit breaker requirements and full load amperages, see your authorized UniMac distributor. Manufacturer strongly recommends using a circuit breaker instead of fuses. Use 3-pole circuit breakers for 3-phase machines. For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management systems at Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2000.

© 2013 Alliance Laundry Systems LLC. Printed in the U.S.A.

**UniMac**

**SERIOUS ABOUT LAUNDRY.**

DISTRIBUTOR INFORMATION HERE



**CLEC,INC****QUOTE****Customer Satisfaction always #1**

1626 Tradewinds Dr  
 Gulf Breeze, FL 32563  
 Phone 850-932-8348 Fax 850-932-6907

**DATE:** August 8, 2014  
**INVOICE #** 100

**Bill To:** Escambia County Sheriff's Dept  
 Main Jail  
 Pensacola FL 32501  
 Bill West  
[awwest@myescambia.com](mailto:awwest@myescambia.com)

**Ship To:** Same

**Comments or Special Instructions:**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
GREG			OUR TRUCK		Due on receipt

**QUOTE FOR CBD - STEAM FIRED TUMBLERS**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Unimac Model #UWN105K2MX Industrial 105 LB. Capacity Washer Extractor With 200 G-Force Extraction Speed; 30 Cycle Programmable Microprocessor Controls; 208-240/60/3 phase	\$ 12,570.00	\$ 50,280.00
5	Unimac Model #UT120SRE Industrial 120 lb. Capacity <b>STEAM</b> Fired Tumbler With Programmable Microprocessor Controls; Equipped With Reversing Cylinder; Features OPTIDRY -over dry protection & CARE -fire safety protection; 208-240/60/3 phase	\$ 7,940.00	\$ 39,700.00
	Delivery, Uncrating, Rigging, Removal Of Existing Equipment, Disposal, Set In Place Of New Equipment, Level, Connect Exhaust To Tumblers, Connect Existing Electrical To Tumblers & Washers, Connect Existing Water Lines To Washers And Drainlines, (Includes Rental Of Forklift)		\$ 5,095.00
	<b>Steam Supply Lines &amp; Connections Must Be Made By Others (Escambia Cty Maintenance)</b>		
	Venting Elbows, Reducers, Tape, Mastic, And Misc Materials Needed For Connection To Existing Vertical Exhaust.		\$ 980.00
	FACTORY FREIGHT		\$ 2,040.00
EXPECTED DATE OF DELIVERY		SUBTOTAL	\$ 98,095.00
WARRANTY		TAX	Not Applicable
PARTS: Per Manufacturer		TOTAL	\$ 98,095.00

LABOR: 90 Days Provided By CLEC

TO ORDER: SIGN &amp; FAX THIS QUOTE ALONG WITH YOUR PURCHASE ORDER TO

850-932-6907

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

UNLESS OTHERWISE STATED, CONNECTION OR RECONNECTION OF UTILITIES IS NOT INCLUDED WITH THIS QUOTE. CONNECTIONS ARE THE RESPONSIBILITY OF THE PURCHASER.

Make all checks payable to **CLEC, INC**

If you have any questions concerning this quote, please contact us.

THANK YOU FOR YOUR BUSINESS!



REDESIGNED  
UW SERIES HARDMOUNT  
WASHER-EXTRACTORS



**BIG ON PERFORMANCE.**

**UniMac**

SERIOUS ABOUT LAUNDRY.



# **INDUSTRIAL STRENGTH MEETS INNOVATIVE TECHNOLOGY**

## **REDESIGNED UNIMAC® UW85-160 LB MACHINES**

As the leading manufacturer of on-premises laundry equipment, UniMac® offers more than 60 years of incomparable quality and long-lasting performance. We're committed to delivering the lowest cost of ownership in the industry. That's why our UW Series is designed with cutting-edge innovations and industrial strength. And now, our industry-leading UW45 & 65 hardmount washer-extractors design has been extended to complete the line and meet your demand for larger capacities. Our 85-160 lb machines are equipped with cutting-edge technologies that competitors simply cannot deliver, maximizing throughput and saving more on utility costs than ever before.

**SMARTER TECHNOLOGY FOR INCREASED EFFICIENCY**

**RUGGED, INDUSTRIAL-STRENGTH HEAVYWEIGHTS**

**INCREASED CAPACITIES WITH SMALLER FOOTPRINTS**

**SLEEK, MODERN NEW DESIGN IS EASY TO CLEAN AND MAINTAIN**

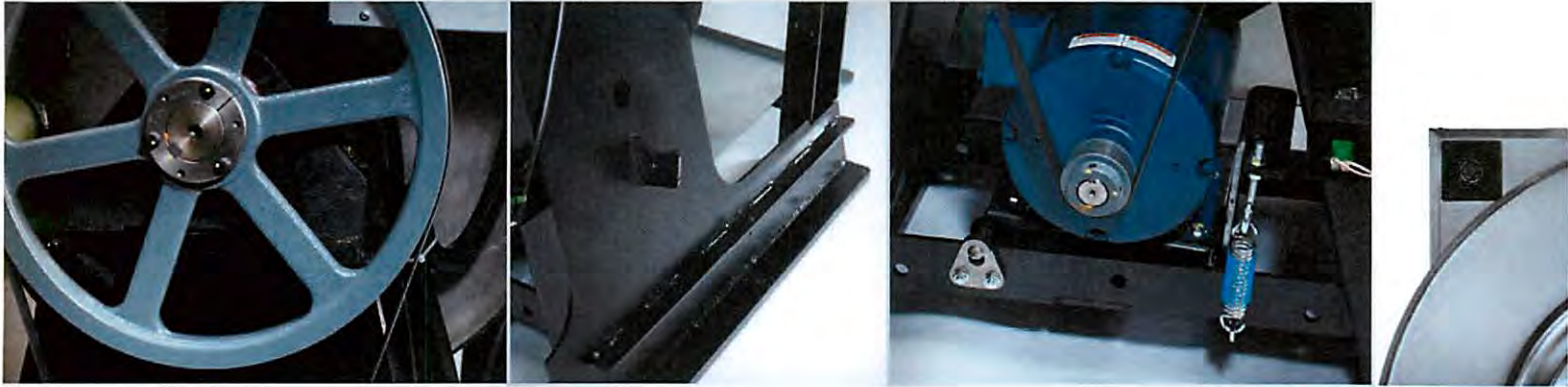


Proudly based in Ripon, Wisconsin, USA, UniMac is dedicated to research, development and testing to provide equipment that delivers industrial strength and long-lasting quality. Our products undergo a 5-Stage Product Development Process and are pushed beyond their limits in our state-of-the-art test lab to ensure they exceed the toughest demands of the commercial environment and meet our customers' highest standards.



# UNYIELDING CONSTRUCTION TO LAST LONGER

Our redesigned UW hardmount washer-extractors feature industry-leading technology to optimize efficiency — but not at the expense of durability. Our products are manufactured with heavy-duty construction that you can count on to improve productivity. In fact, UW's are built to handle the toughest demands of the commercial environment. Made with premium materials, they're tested beyond the breaking point to ensure each machine meets the highest possible standards for performance. We don't call them industrial-strength heavyweights for nothing. With every load, they bring you the long-lasting quality you expect from the world leader in commercial laundry.



## BEARINGS/DRIVE SHAFT

Built for industrial needs, cylindrical front/spherical rear bearings can handle 200% more force than ball bearings, helping your machine last longer. The upgraded shaft means even less deflection than the previous UW models. These parts work together to take on the toughest, most unbalanced loads.



## FRAME

The strongest frames UniMac® has ever built. Made of plate steel, our frames are robotically welded for improved dimension consistency, computer-optimized and destructive-tested for maximum strength and made to handle vibration and unbalanced loads effortlessly. UW's tall frames provide extra cart clearance and elevated drain height. They offer proper ergonomics for the end user, reduced pad costs and increased plumbing flexibility.



## INVERTER DRIVE

The proven technology provides smooth, reliable power for optimal wash and extract performance.

## CYLINDER RIBS

Perforated cylinder ribs collect wash water and create a cascade of water that falls gently during each revolution.

## MOTOR

Our motor has 67% more horsepower than cabinet washer-extractors of the same capacity. Our oversized motors allow for around-the-clock use, increasing the life of the motor as well as your productivity.

## SIMPLIFIED INSTALLATION

Redesigned UW hardmount washer-extractors offer a narrower frame and smaller footprint than previous models. That means they can easily fit into tight spaces and narrow doors. Plus, they can be used on the same concrete pads as older models. Our frame is pallet jackable, requires the same or fewer bolts and allows vertical access — which all leads to:

**GREATER INSTALL FLEXIBILITY**

**LESS INSTALLATION TIME**

**REDUCED INSTALLATION COSTS**



# OPTISPRAY™ DELIVERS SUPERIOR RINSING WITH LESS WATER

We not only build stronger — we build smarter. Our industry-exclusive OPTispray™ Rinsing Technology features unique spray rinse intelligence that no one in the industry can come close to offering. Available on all UniLinc™ cycles, OPTispray minimizes the water required to rinse a load and reduces cycle time with extremely effective rinsing, delivering incredible throughput savings for managed laundries. Compared to competitor products that use bath rinses alone, OPTispray uses a spray rinse to carry away dirt and chemicals and leave behind less residue — providing unmatched rinse quality and improved wash performance for superior results.

**UniLinc**

**OPTispray™**



OPTispray

vs.



NORMAL BATH RINSE



WATER SAVINGS

VS. COMPETITOR'S BEST CYCLE



SUPERIOR RINSE RESULTS

## COMPARED TO UNIMAC® UW80-150 LB MACHINES, REDESIGNED UW85-160 LB MACHINES PROVIDE:

### WATER SAVINGS

30% water reduction when combined with ECO cycles.

### FASTER CYCLE TIMES

Quicker cycles result in 13% improved productivity.

### NON-WASH WATER

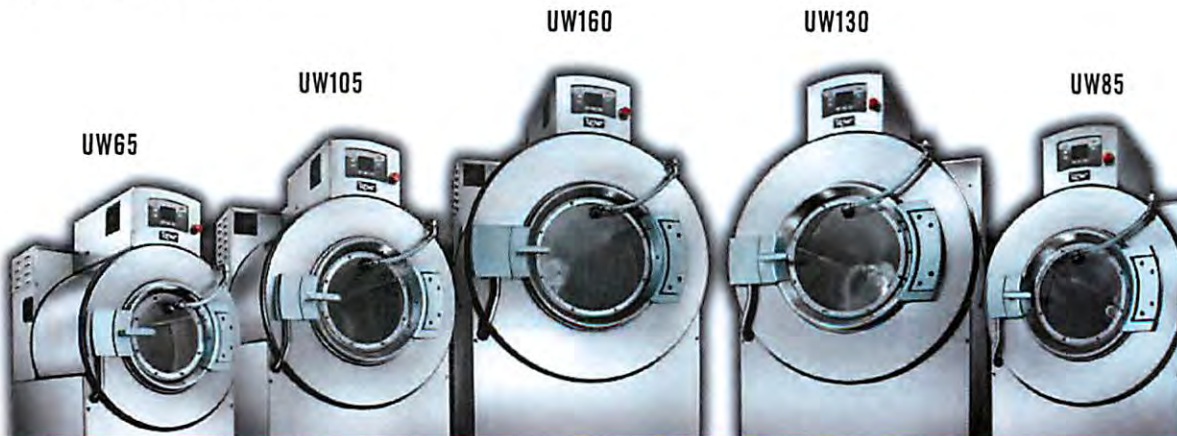
Minimal sump cylinder design saves 45% of non-wash water with every bath. Cycle after cycle, the savings really add up.

### COST SAVINGS

Greater annual savings on water, sewer and heating costs than previous UW models.

NEW MODEL		OLD MODEL	ADDED ANNUAL SAVINGS
UW85	vs.	UW80	\$1,322
UW105	vs.	UW100	\$2,159
UW130	vs.	UW125	\$3,128
UW160	vs.	UW150	\$5,393

Savings assumptions: 10 loads/day x 365 days/year, water rate \$5/1000 gal, sewer \$5/1000 gal and 93% of incoming water goes to drain, 7% retained in load, gas cost \$1/therm, 75°F temperature rise, 85% gas heater efficiency, and 65% of incoming water is heated using an external water heater. (Local utility rates vary widely and ground water temperatures vary by region. Check your local data and adjust accordingly.)





UW105



## THE UW SERIES GETS MORE DONE IN LESS TIME

With our redesigned UW hardmount washer-extractors, UniMac® gives you more ways to improve the efficiency of your laundry room. With 300 G-Force extraction, they deliver extremely fast dry times. Combined with advanced UniLinc™ controls and OPTIspray™ Rinsing Technology, these machines increase your productivity better than any other machine on the market.

### INCREASED CAPACITY

5-10 lb larger capacity than older UW models so you can wash more in every load.

### DECREASED FOOTPRINT

Smaller footprint means these machines take up less space in your laundry room.

### IMPROVED DOOR

Rugged hinge and handle paired with a proven roll pin/cam door lock system allows for smooth open-and-close operation.

### ENLARGED DOOR OPENING

Larger door openings allow you to get loads in and out faster, improving your productivity compared to competitor brands.

### NEW MODELS

UW85 and 105

UW130 and 160

### DIAMETER

21"

24.8"

### OLD MODELS

UW80 and 100

UW125

17.5"

20"

### COMPETITOR MODELS

COMPETITOR 80 and 100

COMPETITOR 140 and 160

18"

20"



## WORLD-CLASS SUPPORT

At UniMac, we're committed to our customers. We want to be sure that every product we manufacture continuously meets your needs and helps your business succeed. It's the reason why every machine comes with an industry-leading warranty for peace of mind, along with comprehensive support from the largest, most knowledgeable and responsive distributor network in the industry.

### WARRANTY

A five-year warranty covers the frame, basket, shaft, bearings and seals from failure or breakage during normal operation due to defects in material or workmanship. A limited three-year warranty is offered on all other parts.

### SERVICE PARTS AVAILABILITY

### FACTORY-TRAINED TECHNICIANS AND GLOBAL DISTRIBUTION NETWORK

### SERVICE TRAINING CERTIFICATION FOR DISTRIBUTORS

### INDUSTRY-LEADING, LAUNDRY-FOCUSED FINANCING

### LAUNDRY DESIGN SERVICES

UW45





# REDESIGNED UW HARDMOUNT WASHER-EXTRACTORS 85-160 LB — UNILINC™ AND M30 CONTROLS

SPECIFICATIONS		UW85		UW105		UW130		UW160
Capacity - lb (kg)		85 (38.5)		105 (47.6)		130 (60)		160 (72.6)
Cylinder Diameter - in (mm)		36 (914)		36 (914)		42 (1067)		42 (1067)
Cylinder Depth - in (mm)		22 (559)		27 (686)		24 1/2 (622)		30 (762)
Cylinder Volume - cu. ft. (liters)		13 (368)		15.9 (450)		19.6 (555)		24.1 (682)
Width - in (mm)		40 1/8 (1019)		40 1/8 (1019)		46 1/8 (1171)		46 1/8 (1171)
Depth - in (mm)		51 1/2 (1308)		56 1/2 (1435)		54 1/2 (1384)		60 (1524)
Height - in (mm)		67 19/32 (1717)		67 19/32 (1717)		72 5/8 (1844)		72 5/8 (1844)
Door Opening Size - in (mm)		21 (533)		21 (533)		24 13/16 (630)		24 13/16 (630)
Door Bottom to Floor - in (mm)		28 1/8 (713)		28 1/8 (713)		29 13/16 (758)		29 13/16 (758)
Motor Size - HP (kW)		7.5 (5.6)		7.5 (5.6)		10 (7.5)		10 (7.5)
Control Options		UniLinc™	M30	UniLinc™	M30	UniLinc™	M30	UniLinc™
Total # of Speeds		V Sp	M Sp	V Sp	M Sp	V Sp	M Sp	V Sp
		8	6	8	6	8	6	8
Cylinder Speed RPM (G-Force)	Gentle	28 (.40)	28 (.40)	28 (.40)	28 (.40)	26 (.40)	26 (.40)	26 (.40)
	Wash	39 (.78)	39 (.78)	39 (.78)	39 (.78)	36 (.77)	36 (.77)	36 (.77)
	Distribution	70 (2.5)	70 (2.5)	70 (2.5)	70 (2.5)	65 (2.5)	65 (2.5)	65 (2.5)
	Very Low Extract	230 (27)	230 (27)	230 (27)	230 (27)	213 (27)	213 (27)	213 (27)
	Low Extract	443 (100)	443 (100)	443 (100)	443 (100)	410 (100)	410 (100)	410 (100)
	Medium Extract	626 (200)	626 (200)	626 (200)	626 (200)	579 (200)	579 (200)	579 (200)
	High Extract	700 (250)	—	700 (250)	—	648 (250)	—	648 (250)
	Very High Extract	766 (300)	—	766 (300)	—	710 (300)	—	710 (300)
Drain Diameter - in (mm)		2 @ 3 (76)	1 @ 3 (76)	2 @ 3 (76)	1 @ 3 (76)	2 @ 3 (76)	1 @ 3 (76)	2 @ 3 (76)
Steam Connection - in (mm)		1/2 (13)		1/2 (13)		3/4 (19)		3/4 (19)
Water Inlet Connection - in (mm)		4 @ 3/4 (19)	2 @ 3/4 (19)	4 @ 3/4 (19)	2 @ 3/4 (19)	2 @ 1 (25) + 2 @ 3/4 (19)	2 @ 1 (25)	2 @ 1 (25) + 2 @ 3/4 (19)
Shipping Dimensions - in (mm)	Width	43 3/16 (1097)		43 3/16 (1097)		49 3/16 (1250)		49 3/16 (1250)
	Depth	61 13/16 (1570)		61 13/16 (1570)		64 13/16 (1646)		64 13/16 (1646)
	Height	69 3/8 (1763)		69 3/8 (1763)		76 3/8 (1941)		76 3/8 (1941)
Net Weight - lb (kg)		1670 (757)		1700 (771)		2040 (925)		2070 (939)
Standard Shipping Weight - lb (kg)		1720 (780)		1750 (794)		2100 (953)		2130 (966)
Slat Crate Shipping Weight - lb (kg)		1870 (848)		1900 (862)		2260 (1025)		2290 (1039)
Agency Approvals		cETLus, CE		cETLus, CE		cETLus, CE		cETLus, CE

**To learn more, or to find a distributor in your area, visit [UNIMAC.COM](http://UNIMAC.COM)**  
**Alliance Laundry Systems - Shepard St, Ripon WI 54971 - 1.800.587.5458**

Consult your UniMac® distributor for details. For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management systems at Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2008.

©2014 Alliance Laundry Systems LLC.

Printed in the U.S.A.

**UniMac®**

**SERIOUS ABOUT LAUNDRY.**





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

August 8, 2014

Sgt. Bill West

**Escambia County Sheriff's Office RE: Main Jail – Gas Heated Dryers**

1200 W. Leonard St.

Pensacola, Fl. 32501

Dear Sgt. West,

In accordance with our recent meeting, please find the following laundry equipment proposal.

**Four (4) American Model ADG120 Gas Heated Dryer**

- 120 Lb. Capacity
- 38.1 cu.ft. Cylinder Volume
- Microprocessor Controlled with Auto Dry
- Self-Diagnostic Mode
- Reversing Cylinder
- ¾ HP Drive & 3HP Blower Motor
- 2,150 CFM Air Flow
- 375,000 BTU Input
- FSS - Fire Suppression System
- 2 Year Parts Warranty
- 90 Day Labor Warranty
- 208/60/3 Electrics

**For the Sum of ..... \$ 26,800.00**



**One (1) Pellerin Installation Services**

Pellerin is responsible to:

- Remove and Dispose of Existing Equipment if needed.
- Receive Equipment; Unload, Uncrate & Assemble
- Move Into Laundry Area; Set in Place
- Bolt-Level-Grout as Required
- Make Final Utility Service Connections to the Equipment. These utility connections include, but are not limited to water, electric, compressed air, steam, drainage, and sheet metal ductwork.
- Any Upgrade of Existing Utility Services Not Included
- Dispose of crating-Packing Materials
- Start-up and Training
- **Forklift Rental is included within pricing**

**\$92,750**





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Escambia County Sheriff's Office is responsible to:

- Provide Adequate and Clear Access Into and Through the Laundry Area from the Outside for both the Removal of Existing Equipment and Entry of New Equipment
- Provide the Required Utility Services to Code. These utility services include, but are not limited to water, gas, compressed air, steam, drainage and/or gas.
- **Installation and Final Connection of Natural Gas and Cold Water to the FSS (Fire Suppression System) on the New Gas Heated Dryers**
- **Installation of Motorized Louvers for Make Up Air**
- Assure the Suitability of the Foundation where the equipment is to be anchored and that the foundation is free and clear of electrical conduit, wiring, structural members, plumbing, etc.
- Provide an Area for the Disposal of Crating-Packing Materials

For the Sum of ..... \$ 2,450.00

One (1) **Pellerin Rework of Existing Ducting**

- All Materials
- Rework Existing to accommodate new Gas Heated dryers

For the Sum of ..... \$ 900.00

**Freight Services**

- All 4 Pieces

For the Sum of \$ 2,100.00

***Prices do not include applicable taxes.  
Applicable taxes will be added to invoice.***

Installation Services are Based on Non-Union Rates;  
Installation Times to be Between 8:00am-5:00pm  
Monday – Friday, Unless Otherwise Noted.

**Total \$ 32,250.00**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

August 8, 2014

Sgt. Bill West

**Escambia County Sheriff's Office RE: Main Jail – Washers with Onboard Booster Heat**

1200 W. Leonard St.  
Pensacola, Fl. 32501

Dear Sgt. West,

In accordance with our recent meeting, please find the following laundry equipment proposal.

**Four (4) Milnor Model 36026V5Z Washer Extractor**

- 100 Lb. Capacity
- 15.3 cu.ft. Cylinder Volume
- MilTouch Controller
- Self-Diagnostic Mode
- Single Inverter Controlled Motor-7 Speeds
- **Onboard Booster Heater**
- 3 Year Parts Warranty
- 90 Day Labor Warranty
- 208/60/3 Electrics

**For the Sum of ..... \$ 56,200.00**



**One (1) Pellerin Installation Services**

Pellerin is responsible to:

- Remove and Dispose of Existing Equipment if needed.
- Receive Equipment; Unload, Uncrate & Assemble
- Move Into Laundry Area; Set in Place
- Bolt-Level-Grout as Required
- Make Final Utility Service Connections to the Equipment. These utility connections include, but are not limited to water, electric, compressed air, steam, drainage, and sheet metal ductwork.
- Any Upgrade of Existing Utility Services Not Included
- Dispose of crating-Packing Materials
- Start-up and Training
- **Forklift Rental is included within pricing**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Escambia County Sheriff's Office is responsible to:

- Provide Adequate and Clear Access Into and Through the Laundry Area from the Outside for both the Removal of Existing Equipment and Entry of New Equipment
- Provide the Required Utility Services to Code. These utility services include, but are not limited to water, gas, compressed air, steam, drainage and/or gas.
- **With the Selection of This Proposal, a Larger Electrical Service will be Required to Each Washer to Support the Onboard Booster Heater's Amperage Draw. Escambia County will be responsible to provide that upgraded Electrical Service.**
- Assure the Suitability of the Foundation where the equipment is to be anchored and that the foundation is free and clear of electrical conduit, wiring, structural members, plumbing, etc.
- Provide an Area for the Disposal of Crating-Packing Materials

For the Sum of ..... \$ 3,700.00

**Freight Services**

- All 4 Pieces

For the Sum of \$ 600.00

*Prices do not include applicable taxes.  
Applicable taxes will be added to invoice.*

Installation Services are Based on Non-Union Rates;  
Installation Times to be Between 8:00am-5:00pm  
Monday – Friday, Unless Otherwise Noted.

**Total \$ 60,500.00**





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

***In order to secure equipment pricing and proceed with ordering the equipment, please select options and voltage, sign this quotation and fax it back to my attention at (504) 467-9244.***

Should you require any additional information, please do not hesitate to contact me toll free at 800-535-8754, extension 1-**7955**.

Sincerely,  
**PELLERIN LAUNDRY MACHINERY SALES CO., INC.**

Chuck Davis  
Territory Manager

\_\_\_\_\_  
*Purchase Order Number (If Required)*

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

August 8, 2014

Sgt. Bill West

**Escambia County Sheriff's Office RE: Main Jail - Washers**

1200 W. Leonard St.

Pensacola, Fl. 32501

Dear Sgt. West,

In accordance with our recent meeting, please find the following laundry equipment proposal.

**Four (4) Milnor Model 36026V5Z Washer Extractor**

- 100 Lb. Capacity
- 15.3 cu.ft. Cylinder Volume
- MilTouch Controller
- Self-Diagnostic Mode
- Single Inverter Controlled Motor-7 Speeds
- 3 Year Parts Warranty
- 90 Day Labor Warranty
- 208/60/3 Electrics



**For the Sum of ..... \$ 52,300.00**



**One (1) Pellerin Installation Services**

Pellerin is responsible to:

- Remove and Dispose of Existing Equipment if needed.
- Receive Equipment; Unload, Uncrate & Assemble
- Move Into Laundry Area; Set in Place
- Bolt-Level-Grout as Required
- Make Final Utility Service Connections to the Equipment. These utility connections include, but are not limited to water, electric, compressed air, steam, drainage, and sheet metal ductwork.
- Any Upgrade of Existing Utility Services Not Included
- Dispose of crating-Packing Materials
- Start-up and Training
- **Forklift Rental is included within pricing**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Escambia County Sheriff's Office is responsible to:

- Provide Adequate and Clear Access Into and Through the Laundry Area from the Outside for both the Removal of Existing Equipment and Entry of New Equipment
- Provide the Required Utility Services to Code. These utility services include, but are not limited to water, gas, compressed air, steam, drainage and/or gas.
- Assure the Suitability of the Foundation where the equipment is to be anchored and that the foundation is free and clear of electrical conduit, wiring, structural members, plumbing, etc.
- Provide an Area for the Disposal of Crating-Packing Materials

For the Sum of ..... \$ 3,700.00

**Freight Services**

- All 4 Pieces

For the Sum of \$ 600.00

*Prices do not include applicable taxes.  
Applicable taxes will be added to invoice.*

Installation Services are Based on Non-Union Rates;  
Installation Times to be Between 8:00am-5:00pm  
Monday – Friday, Unless Otherwise Noted.

**Total \$ 56,600.00**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

***In order to secure equipment pricing and proceed with ordering the equipment, please select options and voltage, sign this quotation and fax it back to my attention at (504) 467-9244.***

Should you require any additional information, please do not hesitate to contact me toll free at 800-535-8754, extension 1-**7955**.

Sincerely,  
**PELLERIN LAUNDRY MACHINERY SALES CO., INC.**

Chuck Davis  
Territory Manager

\_\_\_\_\_  
*Purchase Order Number (If Required)*

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Pellerin Laundry Machinery Sales Company, Inc.

#### TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated herein. We will be pleased to provide extended pricing beyond that time period upon request. The above pricing is contingent upon receipt of a purchase order in lieu of a contract / subcontract. All purchase orders and correspondence are to be sent directly to the Corporate Office located at 731 Jackson Street, Kenner, LA 70062 or FAXED to (504) 467-9244.
2. All pricing is F.O.B. Factory. Motor freight charges will be prepaid and allowed.
3. Applicable taxes are to be added. If you are tax exempt, we require a copy of your tax exemption certificate applicable to laundry equipment.
4. Payment terms are 25% with order; balance due Net 10 days following shipment, with prior approved credit.
5. Orders accepted by Pellerin shall not be subject to cancellation except with our expressed written consent. Orders cancelled will be subject to a 15% cancellation charge.
6. Current estimated shipping schedules for this equipment would be approximately 4-6 week after receipt of your signed purchase order, and/or down payment. For requested deliveries beyond that time period, please consult the Corporate Office. Extended delivery requests may affect pricing as quoted due to manufacturer's price adjustments.
7. If, for any reason, the customer request delays in shipment / delivery beyond their original requested date, Pellerin will make every attempt to accommodate that delay. Should storage of the machinery be necessary, and adequate storage facilities not be available at Pellerin and/or the original manufacturing facility, we will advise the customer that arrangements must be made, at the customers expense, to accept and store the equipment properly.
8. Customer is responsible to receive, offload, and install the equipment unless otherwise described in installation services above.
9. Most of the equipment we furnish requires proper anchoring in order to install the machines to manufacturer's procedures. It is the customer's responsibility to assure the suitability of the foundation where the machine(s) are to be anchored. By ordering this equipment, the customer assumes all responsibility for any damage that may occur to any hidden electrical conduit, wiring, structural member, plumbing, etc., in the laundry's slab.
10. Pellerin Laundry Machinery reserves the right to correct any clerical errors in this proposal.

IN ORDER TO SECURE EQUIPMENT PRICING AND PROCEED WITH ORDERING EQUIPMENT, PLEASE SELECT OPTIONS AND VOLTAGE, SIGN THIS QUOTATION AND FAX IT BACK TO MY ATTENTION AT (504) 467-9244.

**Milnor Washer-Extractors: 90 days on labor, 3 years on parts.** Extended warranty coverage on their washer-extractors to include: **5 years on shell, basket and frame; 5 years parts and 3 years labor on bearings and bearing housing seals** (Applicable to Milnor Washers up to 170 lb. Capacity).

Customer is responsible for payment of any sales or use tax applicable to this order.

Customer is Responsible for all Freight Cost (inbound & outbound) on Warranty Parts.





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Pellerin Laundry Machinery Sales Company, Inc.

#### TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated herein. We will be pleased to provide extended pricing beyond that time period upon request. The above pricing is contingent upon receipt of a purchase order in lieu of a contract / subcontract. All purchase orders and correspondence are to be sent directly to the Corporate Office located at 731 Jackson Street, Kenner, LA 70062 or FAXED to (504) 467-9244.
2. All pricing is F.O.B. Factory. Motor freight charges will be prepaid and allowed.
3. Applicable taxes are to be added. If you are tax exempt, we require a copy of your tax exemption certificate applicable to laundry equipment.
4. Payment terms are 25% with order; balance due Net 10 days following shipment, with prior approved credit.
5. Orders accepted by Pellerin shall not be subject to cancellation except with our expressed written consent. Orders cancelled will be subject to a 15% cancellation charge.
6. Current estimated shipping schedules for this equipment would be approximately 4-6 week after receipt of your signed purchase order, and/or down payment. For requested deliveries beyond that time period, please consult the Corporate Office. Extended delivery requests may affect pricing as quoted due to manufacturer's price adjustments.
7. If, for any reason, the customer request delays in shipment / delivery beyond their original requested date, Pellerin will make every attempt to accommodate that delay. Should storage of the machinery be necessary, and adequate storage facilities not be available at Pellerin and/or the original manufacturing facility, we will advise the customer that arrangements must be made, at the customers expense, to accept and store the equipment properly.
8. Customer is responsible to receive, offload, and install the equipment unless otherwise described in installation services above.
9. Most of the equipment we furnish requires proper anchoring in order to install the machines to manufacturer's procedures. It is the customer's responsibility to assure the suitability of the foundation where the machine(s) are to be anchored. By ordering this equipment, the customer assumes all responsibility for any damage that may occur to any hidden electrical conduit, wiring, structural member, plumbing, etc., in the laundry's slab.
10. Pellerin Laundry Machinery reserves the right to correct any clerical errors in this proposal.

IN ORDER TO SECURE EQUIPMENT PRICING AND PROCEED WITH ORDERING EQUIPMENT, PLEASE SELECT OPTIONS AND VOLTAGE, SIGN THIS QUOTATION AND FAX IT BACK TO MY ATTENTION AT (504) 467-9244.

American Dryer: **90 days** labor, **2 years** on parts (excluding gaskets and rubber components)

Customer is responsible for payment of any sales or use tax applicable to this order.

Customer is Responsible for all Freight Cost (inbound & outbound) on Warranty Parts.



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Pellerin Laundry Machinery Sales Company, Inc.

#### TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated herein. We will be pleased to provide extended pricing beyond that time period upon request. The above pricing is contingent upon receipt of a purchase order in lieu of a contract / subcontract. All purchase orders and correspondence are to be sent directly to the Corporate Office located at 731 Jackson Street, Kenner, LA 70062 or FAXED to (504) 467-9244.
2. All pricing is F.O.B. Factory. Motor freight charges will be prepaid and allowed.
3. Applicable taxes are to be added. If you are tax exempt, we require a copy of your tax exemption certificate applicable to laundry equipment.
4. Payment terms are 25% with order; balance due Net 10 days following shipment, with prior approved credit.
5. Orders accepted by Pellerin shall not be subject to cancellation except with our expressed written consent. Orders cancelled will be subject to a 15% cancellation charge.
6. Current estimated shipping schedules for this equipment would be approximately 4-6 week after receipt of your signed purchase order, and/or down payment. For requested deliveries beyond that time period, please consult the Corporate Office. Extended delivery requests may affect pricing as quoted due to manufacturer's price adjustments.
7. If, for any reason, the customer request delays in shipment / delivery beyond their original requested date, Pellerin will make every attempt to accommodate that delay. Should storage of the machinery be necessary, and adequate storage facilities not be available at Pellerin and/or the original manufacturing facility, we will advise the customer that arrangements must be made, at the customers expense, to accept and store the equipment properly.
8. Customer is responsible to receive, offload, and install the equipment unless otherwise described in installation services above.
9. Most of the equipment we furnish requires proper anchoring in order to install the machines to manufacturer's procedures. It is the customer's responsibility to assure the suitability of the foundation where the machine(s) are to be anchored. By ordering this equipment, the customer assumes all responsibility for any damage that may occur to any hidden electrical conduit, wiring, structural member, plumbing, etc., in the laundry's slab.
10. Pellerin Laundry Machinery reserves the right to correct any clerical errors in this proposal.

IN ORDER TO SECURE EQUIPMENT PRICING AND PROCEED WITH ORDERING EQUIPMENT, PLEASE SELECT OPTIONS AND VOLTAGE, SIGN THIS QUOTATION AND FAX IT BACK TO MY ATTENTION AT (504) 467-9244.

**Milnor Washer-Extractors: 90 days** on labor, **3 years** on parts. Extended warranty coverage on their washer-extractors to include: **5 years** on shell, basket and frame; **5 years parts and 3 years labor** on bearings and bearing housing seals (Applicable to Milnor Washers up to 170 lb. Capacity).

Customer is responsible for payment of any sales or use tax applicable to this order.

Customer is Responsible for all Freight Cost (inbound & outbound) on Warranty Parts.





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

***In order to secure equipment pricing and proceed with ordering the equipment, please select options and voltage, sign this quotation and fax it back to my attention at (504) 467-9244.***

Should you require any additional information, please do not hesitate to contact me toll free at 800-535-8754, extension 1-**7955**.

Sincerely,  
**PELLERIN LAUNDRY MACHINERY SALES CO., INC.**

Chuck Davis  
Territory Manager

\_\_\_\_\_  
*Purchase Order Number (If Required)*

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date

# ADC AD-120

## 120-lb Capacity OPL Dryer

### Standard Features:

- 120-lb. capacity
- 38.10 cu. ft basket volume
- 375,000 btu/hr heat input, 2,150 cfm. airflow
- Radial airflow
- Self diagnostic microprocessor with patented auto drying feature
- Steel door with gasketless glass
- Reversing basket is standard
- Available in gas, steam and electric heat

### Optional Features:

- Stainless steel front, cabinet & basket
- S.A.F.E. (Sensor Activated Fire Extinguishing System)



AD-120 On-Premise Dryer

## Why Purchase ADC AD-120?

### Engineer Driven Design That is Built to Last

Our dryers showcase ADC's engineer-driven approach to design. Bearings are permanently lubricated on the motor and drive system. There are no chains used at ADC; rather, we use V-belts and pulleys for smooth, quiet, and trouble free operation. Our dryer cabinets are electrostatically powder-painted inside and out then baked at 420-degrees fahrenheit before final assembly - ensuring the hardest surface and the longest lasting finish in the industry.

### Rugged Steel Door with Gasketless Door Glass

Our dryer doors are one solid piece of steel with gasketless glass. This eliminates the issue of glass falling out due to wear and tear on rubber gaskets that some manufacturers use to secure their glass. The security and durability that gasketless glass provides is essential to a successful laundromat operation.

### Easy-to-Read, Multilingual Controls

We were the first to bring computer operated dryers to the market and today we continue to be a leader in applying technology to dryer operation. Our years of experience along with our accessible design, easy-to-read LED screens and our user friendly multilingual interface positions ADC as the pioneer in the laundry industry.

Your local ADC independent authorized distributor





# ADC AD-120

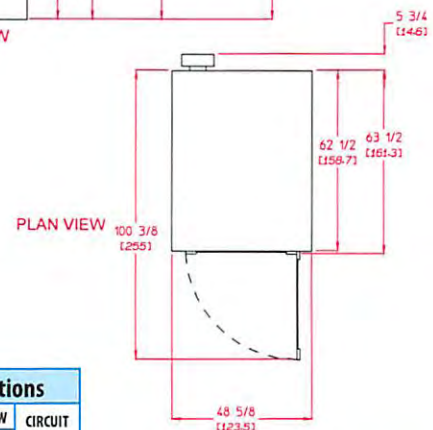
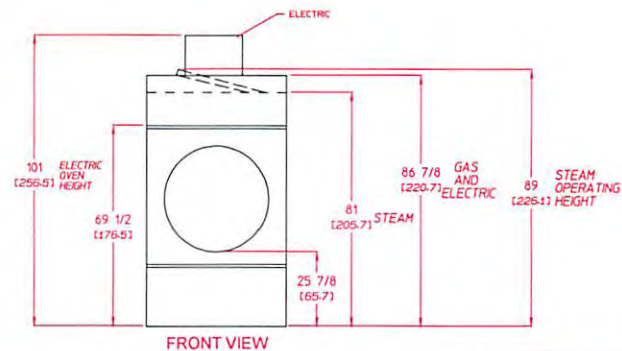
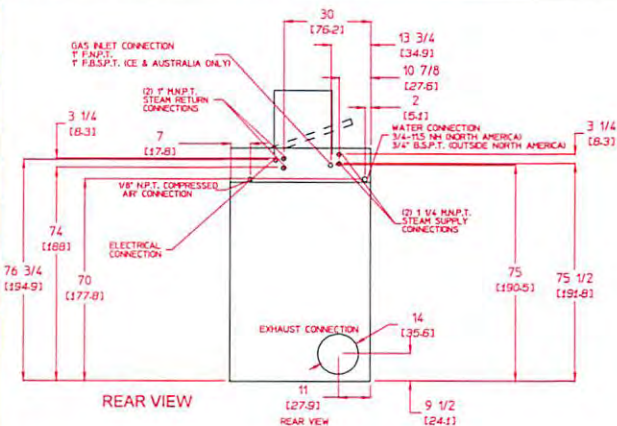
## AD-120 Specifications

Tumbler Capacity (dry weight)	120 lbs. (54.43 kg)
Tumbler Diameter	44-5/8" (113.35 cm)
Tumbler Depth	42-1/8" (107 cm)
Tumbler Volume	38.10 cu ft (1,078.87 L)
Tumbler/Drive Motor	3/4 hp (0.56 kW)
Blower/Fan Motor	3 hp (2.24 kW)
Door Opening (Diameter)	31-3/8" (79.69 cm)
Door Sill Height	25-7/8" (65.72 cm)
S.A.F.E. Water Connection	
North America	3/4" F.N.P.T. (11.5 N.H.)
Outside North America	3/4" B.S.P.T.
Dryers per 20'/40' Container	3 / 7
Dryers per 48'/53' Truck	9 / 10
Width	48-5/8" (123.5 cm)
Depth	63-1/2" (161.3 cm)
Height (gas and electric/steam)	86-7/8" (220.7 cm) / 89" (226.1 cm)
Airflow	
gas/electric/steam	60 Hz 2,150 cfm (60.88 cmm) 50 Hz 1,791 cfm (50.71 cmm)
Exhaust Connection	14" (35.56 cm)
GAS MODEL:	
Approx. Net Wt.	1,440 lbs (653.17 kg)
Approx. Ship Wt.	1,500 lbs (680.4 kg)
Heat Input	375,000 btu/hr (94,498 kcal/hr)
Inlet Pipe Connection	1" F.N.P.T. 1" F.B.S.P.T. (CE and Australia Only)
ELECTRIC MODEL:	
Approx. Net Wt.	1,500 lbs (680.4 kg)
Approx. Ship Wt.	1,555 lbs (705.3 kg)
Exhaust Connection	14" (35.56 cm)
Oven Size	
kW	Btu/hr (kcal/hr)
72	245,700 (61,900)
75.6	258,000 (65,000)
Steam MODEL*:	
Approx. Net Wt.	1,730 lbs. (784.7 kg)
Approx. Ship Wt.	1,790 lbs. (811.9 kg)
Airflow 60 Hz	2,150 cfm (60.88 cmm)
50 Hz	1,791 cfm (50.71 cmm)
Steam Consumption	450 lb/hr (204.12 kg/hr)
Operating Steam Pressure	125 psi max (8.6 bar)
Compressed Air Connection**	1/8" N.P.T.
Compressed Air Volume	4.25 cfm (0.12 cmh)
Exhaust Connection (Diameter)	14" (35.56 cm)
Boiler Horsepower (Normal Load)	13 Bhp
Supply Connection	(2) 1-1/4" M.N.P.T.
Return Connection	(2) 1" M.N.P.T.

Specifications in parentheses are metric equivalents.

\*Air-operated steam damper system must be provided with clean, dry and regulated 80 psi  $\pm$  10 psi (5.51 bar  $\pm$  0.68 bar) air supply.

\*\* Compressed air is not required with optional steam solenoid valve.



Electrical Service Specifications					
SERVICE VOLTAGE	PHASE	WIRE SERVICE	APPROX AMP DRAW		CIRCUIT BREAKER
			60 Hz	50 Hz	
72 kW Electric					
208	3ø	3	214	--	300
240	3ø	3	188	--	250
230	3ø	3	--	198	250
380	3ø	3	118	--	150
380	3ø	4*	--	118	150
400	3ø	4*	--	113	150
416	3ø	4*	--	108	150
460	3ø	3	98	--	125
480	3ø	3	94	--	125
575	3ø	3	78	--	100
75.6 kW Electric					
440	3ø	3	106	--	150
220	3ø	3	212	--	275
60 kW Electric					
240	3ø	3	--	100	125
380	3ø	3	--	91	125
380	3ø	4*	80	--	100
416	3ø	4*	64	--	80

Electrical Service Specifications					
SERVICE VOLTAGE	PHASE	WIRE SERVICE	APPROX AMP DRAW		CIRCUIT BREAKER
			60 Hz	50 Hz	
GAS & STEAM (reversing)					
208	3ø	3	14.5	--	20
220	3ø	3	13.5	--	20
240	3ø	3	14.6	--	20
230	3ø	3	--	17.4	25
380	3ø	3	8.5	--	15
380	3ø	4*	--	8.7	15
400	3ø	4*	--	8.7	15
416	3ø	4*	--	9.0	15
440	3ø	3	--	8.7	15
440	3ø	4	--	8.7	15
460	3ø	3	7.8	--	15
480	3ø	3	7.8	--	15
575	3ø	3	5.8	--	15



88 Currant Road Fall River, MA 02720-4781 • 508.678.9000 • Fax: 508.678.9447 • Email: sales@amdry.com

P/N 451024 10/10

www.amdry.com





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

August 8, 2014

Sgt. Bill West

**Escambia County Sheriff's Office RE: Main Jail – Steam Heated Dryers**

1200 W. Leonard St.

Pensacola, Fl. 32501

Dear Sgt. West,

In accordance with our recent meeting, please find the following laundry equipment proposal.

**Four (4) American Model ADS120 Steam Heated Dryer**

- 120 Lb. Capacity
- 38.1 cu.ft. Cylinder Volume
- Microprocessor Controlled with Auto Dry
- Self-Diagnostic Mode
- Reversing Cylinder
- ¾ HP Drive & 3HP Blower Motor
- 2,150 CFM Air Flow
- Steam Heated
- 2 Year Parts Warranty
- 90 Day Labor Warranty
- 208/60/3 Electrics

**For the Sum of ..... \$ 26,800.00**



**One (1) Pellerin Installation Services**

Pellerin is responsible to:

- Remove and Dispose of Existing Equipment if needed.
- Receive Equipment; Unload, Uncrate & Assemble
- Move Into Laundry Area; Set in Place
- Bolt-Level-Grout as Required
- Make Final Utility Service Connections to the Equipment. These utility connections include, but are not limited to water, electric, compressed air, steam, drainage, and sheet metal ductwork.
- Any Upgrade of Existing Utility Services Not Included
- Dispose of crating-Packing Materials
- Start-up and Training
- **Forklift Rental is included within pricing**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Escambia County Sheriff's Office is responsible to:

- Provide Adequate and Clear Access Into and Through the Laundry Area from the Outside for both the Removal of Existing Equipment and Entry of New Equipment
- Provide the Required Utility Services to Code. These utility services include, but are not limited to water, gas, compressed air, steam, drainage and/or gas.
- **Installation of Motorized Louvers for Make Up Air**
- Assure the Suitability of the Foundation where the equipment is to be anchored and that the foundation is free and clear of electrical conduit, wiring, structural members, plumbing, etc.
- Provide an Area for the Disposal of Crating-Packing Materials

For the Sum of ..... \$ 1,950.00

One (1) Pellerin Rework of Existing Ducting

- All Materials

For the Sum of ..... \$ 1,300.00

**Freight Services**

- All 4 Pieces

For the Sum of \$ 2,100.00

***Prices do not include applicable taxes.  
Applicable taxes will be added to invoice.***

Installation Services are Based on Non-Union Rates;  
Installation Times to be Between 8:00am-5:00pm  
Monday – Friday, Unless Otherwise Noted.

**Total \$ 32,150.00**



Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

***In order to secure equipment pricing and proceed with ordering the equipment, please select options and voltage, sign this quotation and fax it back to my attention at (504) 467-9244.***

Should you require any additional information, please do not hesitate to contact me toll free at 800-535-8754, extension 1-**7955**.

Sincerely,  
**PELLERIN LAUNDRY MACHINERY SALES CO., INC.**

Chuck Davis  
Territory Manager

\_\_\_\_\_  
*Purchase Order Number (If Required)*

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date





Laundry Machinery Sales Company, Inc.

Integrity ■ Responsibility ■ Service ■ Value

Pellerin Laundry Machinery Sales Company, Inc.

#### TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated herein. We will be pleased to provide extended pricing beyond that time period upon request. The above pricing is contingent upon receipt of a purchase order in lieu of a contract / subcontract. All purchase orders and correspondence are to be sent directly to the Corporate Office located at 731 Jackson Street, Kenner, LA 70062 or FAXED to (504) 467-9244.
2. All pricing is F.O.B. Factory. Motor freight charges will be prepaid and allowed.
3. Applicable taxes are to be added. If you are tax exempt, we require a copy of your tax exemption certificate applicable to laundry equipment.
4. Payment terms are 25% with order; balance due Net 10 days following shipment, with prior approved credit.
5. Orders accepted by Pellerin shall not be subject to cancellation except with our expressed written consent. Orders cancelled will be subject to a 15% cancellation charge.
6. Current estimated shipping schedules for this equipment would be approximately 4-6 week after receipt of your signed purchase order, and/or down payment. For requested deliveries beyond that time period, please consult the Corporate Office. Extended delivery requests may affect pricing as quoted due to manufacturer's price adjustments.
7. If, for any reason, the customer request delays in shipment / delivery beyond their original requested date, Pellerin will make every attempt to accommodate that delay. Should storage of the machinery be necessary, and adequate storage facilities not be available at Pellerin and/or the original manufacturing facility, we will advise the customer that arrangements must be made, at the customers expense, to accept and store the equipment properly.
8. Customer is responsible to receive, offload, and install the equipment unless otherwise described in installation services above.
9. Most of the equipment we furnish requires proper anchoring in order to install the machines to manufacturer's procedures. It is the customer's responsibility to assure the suitability of the foundation where the machine(s) are to be anchored. By ordering this equipment, the customer assumes all responsibility for any damage that may occur to any hidden electrical conduit, wiring, structural member, plumbing, etc., in the laundry's slab.
10. Pellerin Laundry Machinery reserves the right to correct any clerical errors in this proposal.

IN ORDER TO SECURE EQUIPMENT PRICING AND PROCEED WITH ORDERING EQUIPMENT, PLEASE SELECT OPTIONS AND VOLTAGE, SIGN THIS QUOTATION AND FAX IT BACK TO MY ATTENTION AT (504) 467-9244.

American Dryer: **90 days** labor, **2 years** on parts (excluding gaskets and rubber components)

Customer is responsible for payment of any sales or use tax applicable to this order.

Customer is Responsible for all Freight Cost (inbound & outbound) on Warranty Parts.



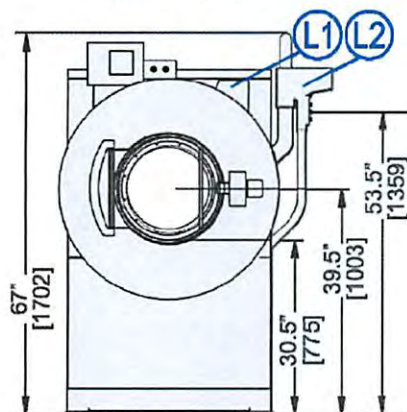
# 36026 V5Z

100 LB. (45KG) CAPACITY

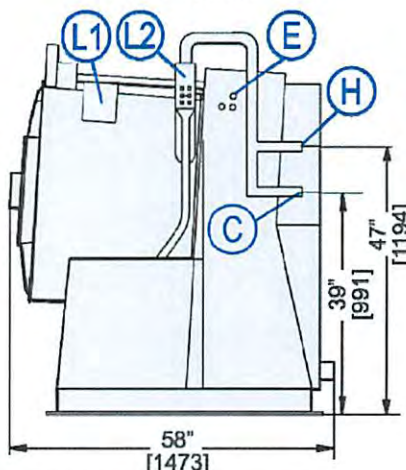
RIGID-MOUNT WASHER-EXTRACTOR

## SPECIFICATION SHEET

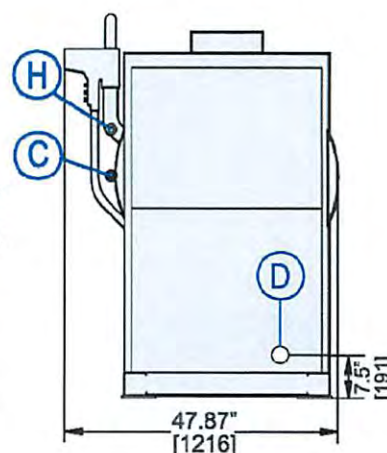
FRONT VIEW



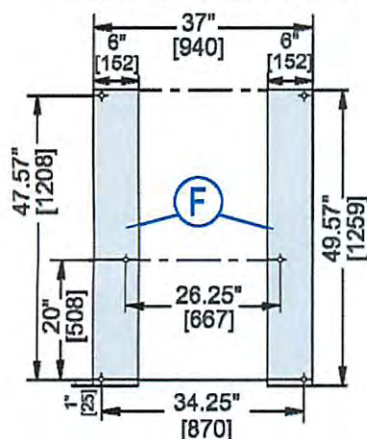
RIGHT SIDE VIEW



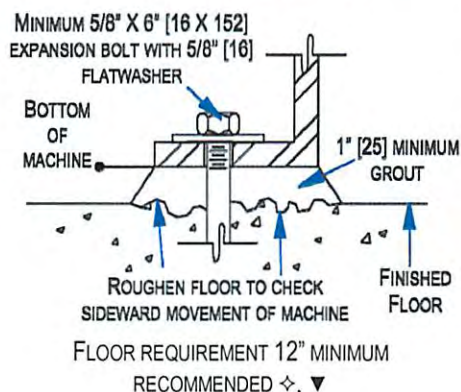
REAR VIEW



FOUNDATION VIEW



ANCHORING DETAIL



LEGEND

C	Cold water inlet, .75" (19 mm) NPT
D	Drain to rear, 3" (76 mm) pipe socket joint
E	Main electrical connection
F	Foundation pads. Anchor bolt holes .8125" (21 mm) diameter
H	Hot water inlet, .75" (19 mm) NPT
L1	Standard soap chute
L2	Liquid supply inlets

### MECHANICAL SPECIFICATIONS

Capacity – lbs (kg)	100 (45)
Cylinder Diameter x Depth – ins (mm)	36 x 26 (914 x 660)
Door Opening – ins. (mm)	18 (457)
Cylinder Volume – cu. ft. (L)	15.3 (434)
Machine Dimensions (W x D x H) – ins (mm)	47.87 x 58 x 67 (1216 x 1473 x 1702)
Shipping Dimensions (W x D x H) – ins (mm)	85 x 66 x 73 (2159 x 1676 x 1854)
Motor – HP (kW)	5 (3.72)
Wash Speeds – RPM	25-45
Distribution Speed – RPM	65
Extraction Speeds – RPM	200-550
Extraction G-Force	150
Static Weight – lbs (kg) ◇	2171 (985)
Max. Dynamic Load RMS- lbs (kg) ◇	2643 (1199)
Frequency (Hz)	9.02
Water Pressure (Required) – psi (bar)	10-75 (.68-5.1)
Water Valve Cv Rating – gal/min (L/min)	6.5 (25)
Minimum Recommended Distance Between Machines – ins (mm)	12 (305)

### ELECTRICAL SPECIFICATIONS

Voltage	Running Amps	Fuse (Amps)	Circuit Breaker (Amps)
208-220/3/60	9	FRN20	20
220/3/50	9	FRN20	20
240/3/60	9	FRN20	20
380/3/50-60	5.7	FRS15	15
415/3/50	4.5	FRS15	15
480/3/60	4.5	FRS15	15

See Fuse and Wire Size manual MAEFUSE1BE for safety information. Contact factory for electrical specifications if equipped with Electric Heat option.

▼ See dimensional drawing for complete details.

◇ The floor and/or other support components must have sufficient strength (and rigidity with due consideration for natural or resonant frequency thereof) to withstand the fully loaded weight of the machine including the goods, the water, and any repeated sinusoidal (rotating) forces generated during its operation. Contact the factory for additional machine data for use by a competent soil and/or structural engineer.





# 36026 V5Z

100 LB. (45KG) CAPACITY

RIGID-MOUNT WASHER-EXTRACTOR

## SPECIFICATION SHEET

### Standard Features:

- RinSave® water saving technology
- 7 speeds (2 wash, 1 distribution, 1 RinSave, 3 extract)
- MilTouch™ programmable control
- Single-motor inverter drive
- Tall, lifting ribs
- Tapered roller bearings
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- 5-year limited warranty on frame, cylinder & shell



36021 V5Z pictured



### Optional Features:

- Steam
- Electric Heat
- 5 compartment flushing supply injector
- Prison package

### Why Purchase Milnor?

- RinSave® water saver, in conjunction with large cylinder perforations, provides more efficient rinsing. **BENEFIT: Saves water, energy, and time.**
- Larger cylinder volume than most competitive similar sized washer-extractors provides *greater productivity*. More linen washed per day, or fewer hours required to process. **BENEFIT: Saves labor.**
- Faster process times reduce fabric wear, promoting *longer linen life!* **BENEFIT: Saves linen replacement costs.**
- Tall perforated ribs provide excellent lifting. **BENEFIT: Greater mechanical action leads to better wash quality.**
- 150-G high extract provides excellent moisture removal. Lower extract speeds are available for uniforms, delicate textiles and blended fabrics. **BENEFIT: Better extraction saves dryer fuel.**
- MilTouch™ touch screen control, utilizing resistive touch screen technology and full VGA resolution, has a clear and informative display which shows current machine status info including total formula time and time elapsed. Formulas can be developed on a PC, saved to USB external memory and uploaded with a screen touch. Controller also provides intuitive fault diagnosis and relevant troubleshooting suggestions. **BENEFIT: Fewer operator errors.**
- Superior product support through local, highly-skilled dealers. **BENEFIT: Faster repairs mean less downtime.**



Safe chemical injection



Superior cylinder design



Solid industrial frame

Contact Milnor for your local, authorized dealer:

Pellerin Milnor Corporation  
P.O. Box 400 • Kenner, LA 70063  
t: 504-467-9591 • f: 504-468-3094





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6597

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.- Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with the Community Action Program the Committee, Inc., (CAP):

A. Approve the Agreement for the SHIP Housing Repair Assistance Project between Escambia County and CAP to provide \$157,500 in SHIP Program and Administrative funds, to support housing repair activities for eligible homeowners in Escambia County; and

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

[Funding: Fund 120, 2015 SHIP, Cost Center 220445]

#### **BACKGROUND:**

The 2014-2016 Escambia/Pensacola SHIP Program Local Housing Assistance Plan approved by the Board on April 2, 2013 (see **Exhibit I**) incorporated an allocation for housing repair assistance for very low and low income families, which was recently augmented by the award of 2015 SHIP funds by the Florida legislature. CAP, a seasoned local non-profit agency, has requested a SHIP allocation to be used over the next 12 months to support housing repair activities that compliment CAP's ongoing Home Weatherization Program. The \$150,000 Housing Repair Assistance Project will allow CAP to complete repairs to at least 20 homes owned by families meeting SHIP Program eligibility requirements. An additional \$7,500 in SHIP funding is allocated to support CAP administrative cost associated with managing the Project. CAP and the Neighborhood Enterprise Division will jointly oversee client applications and construction management for the homeowners who will receive housing repair assistance through this Agreement. The Agreement, included in **Exhibit II**, will allow owner occupied homes to be addressed through provision of needed repairs.

#### **BUDGETARY IMPACT:**

The \$157,500 required for this Agreement will be budgeted in Fund 120/2015 SHIP Program, Cost Center 220445 concurrent with this recommendation through a separate Supplemental Budget Amendment.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Agreements with agencies or organizations must be approved by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

The SHIP project will be coordinated through the County Community & Environment Department/Neighborhood Enterprise Division. CAP staff will oversee completion of the housing repair activities for eligible homeowners.

---

**Attachments**

Exhibit I

Exhibit II

---



RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.

**Approved 5-0**

5. Recommendation: That the Board take the following action regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
- A. Adopt the Resolution approving the Escambia/Pensacola 2014-2016 SHIP Local Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
  - B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
  - C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
  - D. Authorize the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

**Approved 5-0**

**State Housing Initiative Partnership (SHIP) Program  
Fiscal Year 2014-2015 Funding Certification**

**Name of Local Government**

Escambia County/City of Pensacola (Interlocal)

**Projected Allocation\***

\$ 1,397,139

*\*See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Purchase Assistance	HO	Y	N	\$ 470,000
Replacement Housing (HOME Match)	HO	Y	N	\$ 40,000
Housing Repair	HO	Y	N	\$ 450,000
Rental Housing (including Special Needs @ \$289,339)	Rental	Y	Y	\$ 339,339
Administration	N/A	N/A	N/A	\$ 97,800
<b>Total must equal total allocation for 2014-2015 minus administrative costs</b>				<b>\$ 1,397,139</b>
<p>For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:  <b>The Rental Housing Strategy denoted above will include expenditure of a minimum of \$289,339 of this allocation for projects that directly benefit persons with Developmental Disabilities as defined in this Certification. This will be accomplished by working with local agencies that provide services to this targeted population.</b></p>				

**Legislative Proviso Language**

*From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.*



420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

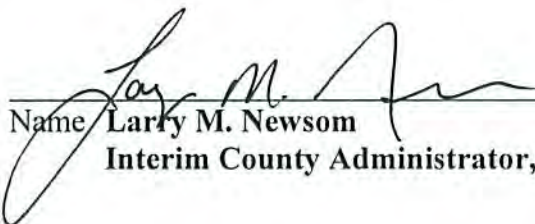
393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.



**Certifications for SHIP Fiscal Year 2014-2015 Funding:**

**Escambia County/City of Pensacola (Interlocal) agrees that:**  
*Local Government Name*

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

**Authorized Signature:**

  
Name Larry M. Newsom  
Interim County Administrator, Escambia County

Larry M. Newsom  
Signature  
  
**WITNESS**  
  
**WITNESS**

Date: 6-3-14

Please return this completed form as a PDF document to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org)

**AGREEMENT  
FOR SHIP HOUSING REPAIR ASSISTANCE PROJECT**

**THIS AGREEMENT** is made and entered into this 4th day of September, 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, referred to as ("**County**"), and **COMMUNITY ACTION PROGRAM COMMITTEE, INC.**, FEID #591118735, a not for profit corporation organized under the laws of the State of Florida, with a local office at 1380 North Palafox Street, Pensacola, Florida, referred to as ("**Recipient**"), for the sole purpose of assisting qualified applicants for the SHIP Housing Repair Assistance Project ("the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program").

**WITNESSETH**

**WHEREAS**, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and,

**WHEREAS**, said SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and,

**WHEREAS**, the Recipient has exhibited the managerial and technical ability to complete the repair of substandard housing owned by low income families within Escambia County; and,

**WHEREAS**, the County wishes to engage the services of the Recipient to manage and implement the Project in accordance with governing regulations and requirements stipulated herein; and to enter into an agreement with the Recipient for this purpose; and

**WHEREAS**, it is in the best interest of the County to enter an agreement with the Recipient for the specific purpose of providing for the implementation of said Project within Escambia County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I**  
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Community & Environment Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Recipient is hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Manager  
Neighborhood Enterprise Division  
221 Palafox Place, Suite 200  
Pensacola, Florida 32502  
Phone: (850) 595-002 x 3  
E-mail: [rrwilker@myescambia.com](mailto:rrwilker@myescambia.com)

Contract Coordinator for Recipient:

Douglas Brown, Executive Director  
Community Action Program Committee, Inc.  
1380 North Palafox Street  
Pensacola, Florida 32501  
Phone: (850) 438-4021  
E-Mail: [d.brown@capc.pensacola.org](mailto:d.brown@capc.pensacola.org)

## **ARTICLE II**

### **Scope of Services**

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

2.1 The Recipient shall directly provide all services required to complete the repair of substandard, homeowner occupied single family homes for families meeting the Low Income limitations stipulated in Florida Administrative Code (FAC) 67-37 and amendments thereto.

## **ARTICLE III**

### **Funding**

3. The County agrees to contribute an amount not to exceed **\$150,000.00** payable solely from available SHIP Program funds toward the costs of repairing housing units occupied by eligible families participating in the SHIP Housing Repair Assistance Project or similar repair programs as may be administered by the Recipient, subject to possible reduction under Article VI hereof. Additionally, SHIP administrative funds in the maximum amount of **\$7,500** shall be available to partially support Recipient expenses required in the implementation of this project.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay SHIP Program funds on behalf of eligible clients under the Recipient's home repair program(s), who have been approved by the County for SHIP Program assistance. SHIP Program funds, in an aggregate amount not to exceed that stipulated in Article 3 above, shall be paid to vendors providing construction and repair services to approved, eligible Project clients, subject to Recipient's submission of all documentation with respect to client eligibility, repair/construction costs, and construction inspection and approvals, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

## **ARTICLE IV**

### **Reporting**

4. The Recipient shall provide the County with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT II**.

4.2 The Quarterly Report shall be due quarterly in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (NEFI).

4.3 This Quarterly Report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The quarterly report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

## **ARTICLE V**

### **Indemnification**

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

5.1 The Recipient is a non-profit corporation operating in the State of Florida and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered in accordance with the regulations promulgated by the State of Florida which respectively govern the State Housing Initiatives Partnership ("SHIP") Program and amendments thereto, and other programs as may be administered by Recipient in conjunction with undertaking the SHIP Program. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from these various programs can be combined to meet identified needs of SHIP eligible families to the extent that the governing regulations permit such combination. The Recipient agrees that the County's primary responsibility under this Agreement is to provide SHIP Program financial assistance on behalf of SHIP Program eligible families.

**ARTICLE VI**  
**Contract Period and Termination**

6. This Agreement shall be effective for the period beginning the 4<sup>th</sup> day of September, 2014, and shall terminate on September 30, 2015, unless canceled sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.

6.2 The Recipient shall be subject to a performance review by the County, or a designated representative thereof, at three (3), sic (6) and nine (9) month intervals based upon the effective date of this Agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project. If necessary, a written report shall be provided by the County to the Recipient, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to Project activities and objectives stated in **EXHIBIT I** of this Agreement. If, at the six (6) month interval, the Recipient has not contractually committed a minimum of fifty percent (50%) of the SHIP Program funds stipulated in Article III, this Agreement shall be unilaterally amended to reduce the funding by the difference between the amount contractually committed by the Recipient and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last six (6) months. Funds removed from availability shall be reallocated for other SHIP Program activities.

6.4 The nine (9) month review shall examine the accomplishments achieved, review concerns and prepare for finalizing the project. Failure to accomplish the tasks outlined in this Agreement may negatively impact future award of SHIP funds to the Recipient by the County.

**ARTICLE VII**  
**Accountability**

7. The Recipient shall maintain a housing repair file on every recipient for whom financial assistance is sought under the terms of this Agreement. The Recipient shall ensure that each applicant for housing repair assistance under the Project agrees, as a condition of approval, that the County, City of Pensacola, State of Florida, Florida Housing Finance Corporation, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with SHIP Program requirements associated with this Agreement. The Recipient shall be fully, and directly responsible for the proper documentation associated with the expenditure of all SHIP Program funds provided under this Agreement.



7.1 These records and accounts shall be kept and maintained, for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

## **ARTICLE VIII**

### **Nepotism**

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

## **ARTICLE IX**

### **Civil Rights and Anti-Discrimination**

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

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

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

## **ARTICLE X**

### **Program Income**

10. No program income will result from the provision of SHIP Program funds under this Agreement.

## **ARTICLE XI**

### **Uniform Requirements**

11. The Recipient shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to the Recipient in its entirety as certified in **EXHIBIT III** of this Agreement. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

## **ARTICLE XII**

### **Procurement**

12. The Recipient shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including but not limited to small, minority and woman owned businesses.

## **ARTICLE XIII**

### **General Provisions**

13. The Recipient accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

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

13.2 That all SHIP Program funds provided through this Agreement shall be used solely in support of homeownership activities targeting the preservation of existing homeowner occupied single family residences.

13.3 Project funds shall be restricted to low income eligible homeowners residing within Escambia County, Florida, which shall be the defined service area for purposes of this Agreement. This generally includes all areas of Escambia County, Florida, both incorporated and unincorporated.

13.4 That Project activities shall be dually governed by requirements of the Recipient's non-SHIP home repair programs, if any, and Florida Administrative Code (FAC) 67-37, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, the Recipient and County agree that neither party shall be obligated to complete the repair of that subject unit.

## **ARTICLE XIV**

### **Understanding of Terms**

14. This Agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

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

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

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

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

14.5 This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

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

---

**SIGNATURE PAGES TO FOLLOW**

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

Attest: Pam Childers  
Clerk of the Circuit Court

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

S E A L

By: \_\_\_\_\_  
Lumon J. May, Chairman

BCC Approved: September 4, 2014

Escambia County Legal Department Approval:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/25/14

**COMMUNITY ACTION PROGRAM COMMITTEE  
INC., a not for profit corporation organized  
under the laws of the State of Florida**

**WITNESSED:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Moultrie, Chair, Board of Directors

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Linda Moultrie, Chair, Community Action Program Committee, Inc., who did not take an  
oath and who:

\_\_\_\_ is/are personally known to me.  
\_\_\_\_ produced current Florida driver's license as identification.  
\_\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF  
THE "SHIP" HOUSING REPAIR ASSISTANCE PROJECT**

**NAME OF SPONSOR: COMMUNITY ACTION PROGRAM COMMITTEE, INC. (CAP)**

**1. PURPOSE**

The purpose of this Agreement is to provide limited housing repair assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. The contract manager shall annually provide updated income eligibility guidelines for use by Recipient in carrying out the requirements of this Agreement. Recipient shall be responsible for documentation of the eligibility of each applicant, and will receive assistance from the contract manager to determine eligibility upon request.

**2. SCOPE OF SERVICES**

Community Action Program Committee, Inc. ("Recipient") shall provide affordable housing client intake, contracting for repairs and construction management services under terms, conditions, requirements and responsibilities of this Agreement, unless directed otherwise by the County. The County agrees to make certain funds available to provide for the repair of existing owner occupied substandard housing units targeting Low Income families. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the amount of **\$150,000**. In addition, a maximum of **\$7,500** shall be made available to partially support administrative costs associated with this Agreement.

SHIP Program housing repair funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed **\$7,500** per home, unless Recipient is notified in writing by the Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Housing Assistance Plan. The Recipient shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to the Recipient are expended solely for eligible activities.

**II. OBJECTIVES**

The Recipient shall cause the limited repair of at least **twenty (20)** substandard single family homes owned and occupied by "Very Low or "Low Income" families within Escambia County during the term of this Agreement. Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other housing repair/rehabilitation standards. All assistance shall be provided so as to be affordable to eligible Project clients.



### III. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with the Recipient's established procedures and policies which govern ongoing housing repair programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. The Recipient shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries, Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis.
- B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of **twenty (20)** repaired units within the term of this Agreement at a SHIP Program cost of not more than **\$7,500** per unit, unless Recipient is notified in writing by the Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Housing Assistance Plan.
- C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Recipient's payment request. Documentation shall include proper verification of income eligibility, and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

### IV. RECIPIENT INFORMATION

ADDRESS:

Community Action Program Committee, Inc.

1380 North Palafox Street  
Pensacola, Florida 32501

CONTACT: Doug Brown

TITLE: Executive Director

PHONE: (850) 438-8021

E-mail: [d.brown@capc.pensacola.org](mailto:d.brown@capc.pensacola.org)

### V. QUARTERLY REPORTS

- A. Recipient shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

VI. PAYMENT SCHEDULE AND PROCEDURE

- A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Recipient in accordance with regulations governing the SHIP Housing Repair Assistance Project and other associated programs, through which the Recipient may dually fund housing repairs under this Agreement, as applicable on a case-by-case basis. All applicants for assistance shall be initially determined eligible under the SHIP Housing Repair Assistance Project and other associated programs, as applicable to be eligible to participate in activities provided for under this Agreement. The Recipient shall process all applicants in accordance with established application and income verification procedures. When a request has reached the point of approval, the Recipient shall provide the application information and contractor's bid to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, the Recipient may then formally approve and obligate the SHIP funds, along with any other funds available to the Recipient, that are required to complete rehabilitation of the subject dwelling. In all cases, the applicant shall be required to contract with a properly licensed residential contractor to complete the actual rehabilitation work. As the work progresses, the contractor may request, via the Recipient, payment under the terms of the contract between the recipient and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project, unless there are extenuating circumstances that are approved in advance by the County (NED). Recipient shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County (NED). The Recipient shall request an amount equal to the County's share of the total payment requested by the Contractor. Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed rehabilitation work. Checks shall be made payable to the approved Contractor and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the approved Contractor.
- B. As a pre-condition to payment by the County hereunder, for each housing unit the Recipient shall make a request for a SHIP fund commitment by presenting to the contract manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of the Recipient and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; and a copy of the contractor's bid for completion of the repair work. The contract manager shall review the documentation and within (10) days of receipt of the documentation, the County contract manager shall provide a written commitment of SHIP funds.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

- A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.
- B. The County shall review and evaluate Recipient's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

**ESCAMBIA/PENSACOLA**  
**MAXIMUM INCOME ELIGIBILITY LIMITS**  
**For Very Low, Low, and Moderate Income Families**

(Effective 2014)

# PERSONS IN FAMILY	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$20,450	\$32,700	\$49,080
2	23,400	37,400	56,160
3	26,300	42,050	63,120
4	29,200	46,700	70,080
5	31,550	50,450	75,720
6	33,900	54,200	81,360
7	36,250	57,950	87,000
8	38,550	61,650	92,520

**THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY  
“HOUSEHOLD” INCOME AS RECEIVED FROM ALL PERSONS RESIDING  
IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME  
TO THE HOUSEHOLD.**

QUARTERLY STATUS REPORT  
REPORT # \_\_\_\_\_

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: COMMUNITY ACTION PROGRAM COMMITTEE, INC.

DATE: \_\_\_\_\_

RE: PROJECT: SHIP HOUSING REPAIR ASSISTANCE PROJECT  
CONTRACT: 2014/2015

QUARTER:   October-December   April-June  
              January-March       July-September

-----  
**I. PROGRESS REPORT**

**A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.**

-----  
**B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).**

-----  
**C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.**

-----



QUARTERLY FINANCIAL REPORT

RE: PROJECT: HOUSING REPAIR ASSISTANCE PROJECT  
CONTRACT: 2014/2015

CONTRACT AMOUNT: \$ \_\_\_\_\_

Reporting Period (Quarter):   October-December  
  January-March  
  April-June  
  July-September

EXPENDITURES:

<u>CLIENT NAME/UNIT ADDRESS</u>	<u>SHIP COST</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period       \$ \_\_\_\_\_

Remaining contract amount           \$ \_\_\_\_\_

Balance end of this reporting period \$ \_\_\_\_\_

Comments

\_\_\_\_\_  
\_\_\_\_\_

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## **EXHIBIT III**

### **SHIP PROGRAM RULES AND REGULATIONS CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

COMMUNITY ACTION PROGRAM COMMITTEE, INC.

---

By: \_\_\_\_\_  
Linda Moultrie, Chair, Board of Directors

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6643

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Agreement with Community Enterprise Investments, Inc. for Affordable Homeownership Revolving Loan

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Agreement with Community Enterprise Investments, Inc., Affordable Homeownership Revolving Loan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Affordable Homeownership Revolving Loan Agreement with Community Enterprise Investments, Inc. (CEII):

A. Approve the Affordable Homeownership Revolving Loan Agreement with CEII committing a maximum of \$100,000, from Fund 124/Affordable Housing, to finance the construction, rehabilitation, or renovation of affordable single family homes for sale to qualified low and moderate income home buyers; and

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

[Funding: Fund 124/Affordable Housing, Cost Center 220406]

#### **BACKGROUND:**

Community Enterprise Investments, Inc. (CEII) has worked closely with Escambia County and the City of Pensacola for many years to foster acquisition/rehabilitation or production of affordable homes and apartments for low and moderate income families. Through various lenders, CEII has the ability to secure a limited number of foreclosed homes or properties that must be used to provide affordable homeownership for eligible persons/families. Income definitions are taken from the State Housing Initiatives Partnership (SHIP) Program for purposes of this Agreement. The initiative will heighten opportunity for lower income families to attain affordable home ownership, assist with redevelopment of idle lots/properties in selected areas of interest, and increase the rate of homeownership within the targeted areas.

The funds will be provided to CEII in the form of a zero interest revolving construction loan to be repaid to the County at closing as individual homes are sold to eligible homebuyers. The funds will remain available for use by CEII for the duration of this Agreement. The complete Agreement is included in **Exhibit I**.

**BUDGETARY IMPACT:**

Funds adequate to support this Agreement are budgeted in Fund 124/Affordable Housing in Cost Center 220406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Formal agreements are required for agencies involved with the delivery of housing activities and such agreements must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

Implementation of the Agreement will be managed by the Neighborhood Enterprise Division of the Community & Environment Department. Procedures for client (homebuyer) processing and payment will be coordinated with CEII. CEII has been provided a copy of this recommendation and is aware of the anticipated County approval schedule.

---

**Attachments**

Exhibit I

---



**AGREEMENT**  
**CEII Affordable Homeownership Revolving Loan**

**THIS AGREEMENT** is made and entered into this 4th day of September, 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**" and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-1586520), hereinafter referred to as the "**Recipient**," for the sole purpose of financing the construction or renovation of affordable single family homes for qualified, low and moderate income families through Escambia County Fund 124/Affordable.

**W I T N E S S E T H**

**WHEREAS**, the County has elected to support initiatives to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and,

**WHEREAS**, the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing such initiatives, and,

**WHEREAS**, the Recipient has exhibited the managerial and technical ability to produce or preserve home ownership housing for low and moderate income families within the local area; and,

**WHEREAS**, the County hereby elects to engage the services of the Recipient to manage and implement the Affordable Homeownership Revolving Loan, hereinafter referred to as "Project," in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the Recipient for this purpose; and,

**WHEREAS**, it is in the best interest of the County to enter an agreement with the Recipient for the specific purpose of providing for the implementation of said Project within Escambia County.

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

**ARTICLE I**  
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Community & Environment Department.

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

Contract Manager for County:

Randy Wilkerson, Manager  
Neighborhood Enterprise Division  
Escambia County Community & Environment Department  
221 Palafox place, Suite 200  
Pensacola, Florida 32502  
Phone: (850) 595-0022 x 3  
E-mail: [rrwilker@myescambia.com](mailto:rrwilker@myescambia.com)

1.2 Contract Coordinator for

Recipient: Percy L. Goodman, Jr., Executive Director  
Community Enterprise Investments, Inc.  
302 North Barcelona Street  
Pensacola, Florida 32501  
Phone: (850) 595-6234  
E-mail: [goodman@ceii-cdc.org](mailto:goodman@ceii-cdc.org)

## **ARTICLE II**

### **Scope of Services**

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

2.1 The Recipient shall directly provide all services required to produce or preserve affordable single family homes for families meeting the Low and Moderate Income stipulations cited in **EXHIBIT I** and defined in Florida Administrative Code (FAC) 67-37, as amended, incorporated herein by reference in **EXHIBIT III**.

## **ARTICLE III**

### **Funding**

3. The County agrees to make **\$100,000** available to the Recipient, in the form of a zero interest revolving loan, to be used for interim construction financing in support of the Recipient's affordable new construction and rehabilitation homeownership activities. Such funds are payable solely from available Fund 124 revenues, subject to possible reduction under Article VI hereof and shall be available on a revolving basis as long as this Agreement remains in effect. The County agrees that the County shall disburse the funds from Fund 124 as legally established within the budget accounts and records of the County.

3.1 The County shall pay disbursements of the amount allocated in paragraph 3. above over the period of this contract to the Recipient for costs incurred under the terms, conditions and schedule set forth in **EXHIBIT I** of this Agreement, subject to submission of all documentation with respect to client eligibility and housing (construction) inspections and approvals, and any other relevant documentation requested by the contract manager.

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

#### **ARTICLE IV**

##### Reporting

4. The Recipient shall, at least quarterly, provide a summary of ongoing activities carried out using the funds provided herein. Said reports shall be due on or before the 15<sup>th</sup> day of the months of: April, July, October and December.

4.1 The Recipient shall provide the County with additional information as may be required by the County or any other governing authority to substantiate such activities.

#### **ARTICLE V**

##### Indemnification and Insurance Requirements

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

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

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County shall be Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$1,000,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility for coverages by the Recipient.

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

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

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

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

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

5.5 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and its respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees,

agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

## **ARTICLE VI**

### **Contract Period and Termination**

6. This Agreement shall be effective for the period beginning the 4<sup>th</sup> day of September, 2014, and shall terminate on September 30, 2016, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation.

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

## **ARTICLE VII**

### **Accountability**

7. The Recipient agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

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



## **ARTICLE VIII**

### **Nepotism**

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

## **ARTICLE IX**

### **Civil Rights and Anti-Discrimination**

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

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

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

## **ARTICLE X**

### **Program Income**

10. Project related assistance provided through this Agreement shall be in the form of a revolving loan provided to enable CEII to construct or renovate homes for the benefit of eligible families. CEII shall repay 100% of the loan provided to CEII by the County upon closing on the sale of each home to an eligible buyer. Any repayment of funds in relation to the Agreement or the Project shall be repaid to Escambia County Fund 124/Affordable Housing.

**ARTICLE XI**  
Uniform Requirements

11. With respect to income eligibility of homebuyers, the Recipient shall comply with applicable provisions of Chapter 420, Florida Statutes and Florida Housing Finance Corporation Administrative Rule 67-37. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

**ARTICLE XII**  
Procurement

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

**ARTICLE XIII**  
General Provisions

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

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by the State of Florida, Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

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

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within one hundred twenty (120) days of the end of the Recipients' corporate accounting year.

13.5 Community Enterprise Investments, Inc. (CEII) is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT III** of this Agreement. Further, CEII functions primarily as a social service organization with specific emphasis upon providing homeownership opportunities for the less fortunate, and shall maintain its status for the duration of this Agreement.

**ARTICLE XIV**  
**Understanding of Terms**

14.1 This Agreement represents the entire and integrated agreement between the County and Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

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

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

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

14.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraphs 1.1 and 1.2 above.

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

**SIGNATURE PAGE TO FOLLOW**

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

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

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

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

Steven L. Barry, Chairman

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

BCC Approved: \_\_\_\_\_ September 4, 2014

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

Deputy Clerk

(SEAL)

**Escambia County Legal Department Approval:**

**COMMUNITY ENTERPRISE INVESTMENTS,  
INC., a not for profit corporation chartered  
in the State of Florida**

WITNESSED:

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

Chairman, Board of Directors

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, Chairman, Board of Directors of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

\_\_\_\_ is/are personally known to me.

\_\_\_\_ produced current Florida driver's license as identification.

\_\_\_\_ produced current \_\_\_\_\_ as identification.

**(Notary Seal must be affixed)**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF  
THE CEII AFFORDABLE HOMEOWNERSHIP REVOLVING LOAN

**RECIPIENT NAME: COMMUNITY ENTERPRISE INVESTMENTS, INC.**

**I. SCOPE OF SERVICES**

A. Community Enterprise Investments, Inc. ("Recipient") shall provide affordable housing development or renovation services under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to utilize County Fund 124 revenues to provide revolving construction financing or renovation financing to aid in the production or preservation of modest, affordable housing units for the benefit of Eligible Low and Moderate Income families as defined by Florida Housing Finance Corporation Administrative Rule 67-37.

B. No administrative funds are provided through this Agreement.

C. Funds shall be made available to the Recipient in the form of zero interest interim construction and/or rehabilitation financing for the development and/or rehabilitation of affordable single family residential homes for eligible beneficiaries. Said funds shall be repaid to the County by CEII immediately upon closing on the sale of the assisted housing unit to an eligible family. Should CEII be unable to sell the home to an eligible buyer within 120 days of the final disbursement to CEII, then CEII shall repay the funds to the County.

D. For purposes of this Agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income, adjusted for family size; a "Moderate Income" family is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola "MSA" median income, adjusted for family size (current income limits are included in this section for reference). The Contract Managers shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this Agreement (current income guidelines are included on **Page 5** of **EXHIBIT I**).

**II. OBJECTIVES**

The Recipient shall take the actions required to construct or renovate single family homes for eligible homebuyers within Escambia County during the term of this Agreement, prioritizing any new construction activity to County designated Community Redevelopment Areas (CRA). County designated CRA areas can be viewed at the following link:

<http://www.myescambia.com/business/community-redevelopment-area>



***No more than 30% of the eligible homebuyers may be moderate income, except for those who purchase homes located within the County's CRA areas as defined by the County, wherein not more than 100% of assisted families may be of moderate income.*** The remainder shall be Low Income. Said homes shall be affordable to families meeting income guidelines provided herein, and shall be constructed generally in accordance with governing standards promulgated by the Southern Building Code Congress and as required for permitting and approval by cognizant County building officials.

### III. SERVICES

The Recipient asserts that it has the capability to perform the services identified below and affirms its concurrence with the terms and conditions under which this assistance is provided to the Recipient and eligible clients. The Recipient shall:

A. Utilize forms, policies, client intake application and characteristics forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of County revolving loan funds on a per unit (home) basis.

B. Secure private permanent mortgage financing and other resources if required to produce affordable homes according to terms of this Agreement. The "per housing unit" expenditure for short term interim construction financing under this Agreement shall be no greater than **\$50,000 per unit** (Recipient shall have responsibility for funding or financing amounts above this level). When each housing unit assisted under this Agreement is sold to an eligible family, 100% of the outstanding balance of the County interim construction financing provided to Recipient in support of the subject unit shall be repaid to Escambia County Fund 124/Affordable Housing. If the home cannot be sold to an income eligible family within 120 days of completion, the funds shall be repaid to the County by the Recipient.

C. Substantiate and clearly document the eligibility of each client (Homebuyer) assisted under this Agreement. Failure of the Recipient to properly document client eligibility will result in the Recipient being required to reimburse the funds for any and all expenditures disbursed with respect to the ineligible client (Homebuyer). Documentation shall include third party verification of Buyer's income eligibility, compliance with requirements for targeting units to Low and Moderate Income families as identified in Section II above.

D. Maintain documentation of the detailed costs for each affordable housing unit produced under this Agreement, and provide detailed cost information substantiating such costs to the County upon request. Failure of the Recipient to properly document the cost of housing production upon request by the County shall result in the termination of this Agreement.

IV. RECIPIENT INFORMATION

RECIPIENT:  
Community Enterprise Investments, Inc.  
302 North Barcelona Street  
Pensacola, Florida 32502

CONTACT PERSON:  
Percy Goodman, Jr.  
TITLE: Acting Executive Director  
PHONE: (850) 595-6234  
FAX: (850) 595-6264  
E-Mail: [pgoodman@ceii-cdc.org](mailto:pgoodman@ceii-cdc.org)

V. AUDIT REQUIREMENTS

The Recipient shall provide the contract managers with an audit report showing the financial affairs of the Recipient. The audit period shall conform to the Corporation's designated accounting year.

VI. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to approval or issuance of any payment by the County hereunder, for each housing unit the **Recipient shall make a written request for commitment of revolving loan funds** to be provided through this Agreement by presenting to the contract managers with: documentation of Recipient's ownership or control of the proposed construction site(s); a detailed construction cost estimate and projected draw schedule; documentation of the availability of any other financing resources if required to complete the subject housing unit; and evidence of participation by a mortgage lender for long term financing (contingent upon client qualification). **The contract manager shall review the documentation and within ten (10) days of receipt of the documentation NED shall provide a written commitment of funds for interim construction financing.**

B. Upon receipt of the written commitment, the Recipient may proceed with actions required to secure construction/renovation permits and approvals. Copies of permits shall be provided to the County prior to initiation of actual construction. Based upon detailed cost data and the projected draw schedule provided by Recipient, the County shall issue construction draw payments at various stages of completion of the affordable housing unit.

C. Documents, including all related verifications, mortgages, notes and/or agreements, shall be executed by CEII and/or individual applicants for assistance as required by the County.

**VII. PROJECT EVALUATION, MONITORING AND REVIEW**

The County shall review and evaluate Recipient's performance under this Agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

**ESCAMBIA/PENSACOLA SHIP PROGRAM**

**MAXIMUM INCOME ELIGIBILITY LIMITS**

**For Very Low, Low, and Moderate Income Families**

**(Effective 2014)**

<b># PERSONS IN FAMILY</b>	<b>LOW INCOME (80% OF MEDIAN)</b>	<b>MODERATE INCOME (120% OF MEDIAN)</b>
<b>1</b>	\$32,700	\$49,080
<b>2</b>	37,400	56,160
<b>3</b>	42,050	63,120
<b>4</b>	46,700	70,080
<b>5</b>	50,450	75,720
<b>6</b>	54,200	81,360
<b>7</b>	57,950	87,000
<b>8</b>	61,650	92,520

## EXHIBIT II

### SHIP PROGRAM RULES AND REGULATIONS CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE

#### **CERTIFICATION OF RECEIPT** **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM** **ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements **which govern the income eligibility for homebuyers assisted through financing provided under this Agreement**. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager.

Recipient: \_\_\_\_\_

**Community Enterprise Investments, Inc.**

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

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

(complcert.wpd)

**EXHIBIT III**

**DOCUMENTATION OF NON-PROFIT STATUS  
COMMUNITY ENTERPRISE INVESTMENTS, INC.**



## Detail by Entity Name

Florida Non Profit Corporation  
COMMUNITY ENTERPRISE INVESTMENTS, INC.

### Filing Information

Document Number 731389  
FEI/EIN Number 591586520 Date Filed 12/17/1974 State FL  
Status ACTIVE  
Last Event AMENDMENT Event Date Filed 01/24/2006

### Principal Address

302 N. BARCELONA ST.  
PENSACOLA, FL 32501

Changed: 06/30/1986

### Mailing Address

302 N. BARCELONA ST.  
PENSACOLA, FL 32501

Changed: 06/30/1986

Registered Agent Name & Address MOORE, HILL & WESTMORELAND, PA  
220 WEST GARDEN STREET  
NINTH FLOOR  
PENSACOLA, FL 32502

Name Changed: 04/23/2009

Address Changed: 04/23/2009

### Officer/Director Detail Name & Address

#### Title VC

DAVID, HAWKINS  
ONE ENERGY PLACE  
PENSACOLA, FL 32520

#### Title S

YOUNG, MARIE  
800 N. LEE STREET  
PENSACOLA, FL 32504

#### Title C

HORTON, SAMUEL  
1020 PALISADE DRIVE  
PENSACOLA, FL 32504

#### Title M

BYRD, WILLIAM  
2550 NORTH 15TH AVE  
PENSACOLA, FL 32501

Title T  
HENDRIX, CONNIE  
1108-A NORTH 12TH AVENUE  
PENSACOLA, FL 32501

Title  
Acting, Executive Director  
Goodman, Percy L., Jr.  
302 N. BARCELONA ST.  
PENSACOLA, FL 32501

Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2013	02/19/2013
2013	08/15/2013
2014	02/13/2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6659

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Mosquito Control's Certified Budget for Fiscal Year 2014-2015

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2014-2015 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Funds]

#### **BACKGROUND:**

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement the Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2014-2015 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2014-2015 budget.

#### **BUDGETARY IMPACT:**

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

Approval of this certified budget recommendation requires no additional personnel.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.361, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

**IMPLEMENTATION/COORDINATION:**

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

---

**Attachments**

Mosquito Control Certified Budget FY 14-15

---



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL**

**Submit to:**  
Bureau of Entomology and  
Pest Control  
3125 Conner Blvd, Suite N,  
MS C-41  
Tallahassee, FL 32399-1650

**ADAM H. PUTNAM**  
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.  
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District Escambia County

FISCAL YEAR: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

**RECEIPTS**

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$584,093.00	\$584,093.00	
334.1	State Grant	\$31,540.00	\$0.00	\$31,540.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
<b>TOTAL RECEIPTS</b>		<b>\$615,633.00</b>	<b>\$584,093.00</b>	<b>\$31,540.00</b>
<b>Beginning Fund Balance</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Budgetary Receipts &amp; Balances</b>		<b>\$615,633.00</b>	<b>\$584,093.00</b>	<b>\$31,540.00</b>

**EXPENDITURES**

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$346,843.00	\$340,843.00	\$6,000.00
20	Personal Services Benefits	\$165,311.00	\$165,311.00	\$0.00
30	Operating Expense	\$1,300.00	\$1,300.00	\$0.00
40	Travel & Per Diem	\$12,698.00	\$500.00	\$12,198.00
41	Communication Serv	\$3,200.00	\$3,200.00	\$0.00
42	Freight Services	\$800.00	\$500.00	\$300.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$500.00	\$500.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$8,850.00	\$8,500.00	\$350.00
47	Printing and Binding	\$950.00	\$650.00	\$300.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$1,570.00	\$1,570.00	\$0.00
51	Office Supplies	\$1,500.00	\$1,500.00	\$0.00
52.1	Gasoline/Oil/Lube	\$28,672.00	\$28,672.00	\$0.00
52.2	Chemicals	\$32,908.00	\$24,997.00	\$7,911.00
52.3	Protective Clothing	\$770.00	\$770.00	\$0.00
52.4	Misc. Supplies	\$3,451.00	\$2,600.00	\$851.00
52.5	Tools & Implements	\$530.00	\$530.00	\$0.00
54	Publications & Dues	\$1,780.00	\$650.00	\$1,130.00
55	Training	\$4,000.00	\$1,500.00	\$2,500.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET AND CHANGES</b>		<b>\$615,633.00</b>	<b>\$584,093.00</b>	<b>\$31,540.00</b>
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
<b>TOTAL RESERVES ENDING BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES</b>		<b>\$615,633.00</b>	<b>\$584,093.00</b>	<b>\$31,540.00</b>
<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this 4th Day of September 20 14

SIGNED: \_\_\_\_\_

Lumon J. May, Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control

SIGNED: \_\_\_\_\_

Bureau of Entomology and Pest Control

FDACS-13617 Rev. 9/03

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

BY: \_\_\_\_\_

**DEPUTY CLERK**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6661

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Amendment to Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding

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

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning an Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding (Veterans' Transportation and Community Living Initiative Grant) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration (FTA) Grant Funding (Veteran's Transportation and Community Living Initiative Grant):

A. Approve the Amendment to the Interlocal Agreement between Santa Rosa County and Escambia County for FTA Grant Funding to designate the dispersing of the Grant funds; and

B. Authorize the Chairman to sign the Interlocal Agreement and any other documents associated with this Grant without further action of the Board.

[Funding Source: Escambia County Area Transit (ECAT) will manage the expenditure of the Grant funds]

#### **BACKGROUND:**

Meeting in regular session on July 11, 2013, Escambia County entered into an Interlocal Agreement with Santa Rosa County establishing conditions, extent, and mechanisms whereby the Parties agreed to cooperatively utilize Veterans' Transportation and Community Living Initiative (VTCLI) grant funding in the amount of \$222,387 from the FTA for eligible projects and expenditures.

In accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia County and Santa Rosa County are designated planning areas now served by separate Community Transportation Coordinators (CTC), which coordinate community transportation services for citizens within the counties. Due to the change in the CTC, it has been decided that it is in the best interest of the public to amend certain provisions of the Interlocal Agreement relating to the Use of Funding.

Originally, this grant was awarded to Santa Rosa County, although they are not a direct recipient of FTA grant dollars. Escambia County is a recipient and agreed to receive the grant dollars on behalf of Santa Rosa County. The funding was going to be utilized to purchase updated scheduling software and equipment for the existing one call/one click center operated by the CTC serving both Escambia County and Santa Rosa County. Due to the split in services, it has been decided to share the monies as follows:

#### Escambia County

1. Interactive Voice Response Module and hardware in the amount of \$130,387

#### Santa Rosa County

1. Automated Scheduling Software in the amount of \$53,500
2. Mobile data terminals and hardware in the amount of \$38,500

Escambia County is still the recipient of the full grant amount. This amendment to the existing interlocal agreement designates the dispersing of the grant funds.

#### **BUDGETARY IMPACT:**

Escambia County Area Transit (ECAT) will manage the expenditure of the grant funds. This grant has no required matching funds.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Amendment to the Interlocal Agreement.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy required Board approval of all Interlocal Agreements.

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

Upon BCC approval, staff will work with Santa Rosa County and the FTA to implement the grant by purchasing scheduling software and hardware.

---

### **Attachments**

Amendment to IA

Interlocal Agrmnt and BCC Mins 071113

---

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SANTA  
ROSA COUNTY AND ESCAMBIA COUNTY FOR FEDERAL TRANSIT  
ADMINISTRATION GRANT FUNDING**

This Amendment to Interlocal Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

**WITNESSETH:**

**WHEREAS**, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, on or about July 11, 2013, the Parties previously entered into an Interlocal Agreement establishing the conditions, extent, and mechanism whereby the Parties agreed to cooperatively utilize Veterans Transportation and Community Living Initiative (VTCLI) grant funding in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), for eligible projects and expenditures; and

**WHEREAS**, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia County and Santa Rosa County are designated planning areas now served by separate Community Transportation Coordinators (CTC) to coordinate community transportation services for citizens within the counties; and

**WHEREAS**, the Parties hereto find that it is in the best interest of the public to amend certain provisions of the Interlocal Agreement relating to the Use of Funding.

**NOW THEREFORE**, it is mutually agreed that the parties enter into this Amendment to the Interlocal Agreement dated July 11, 2013, subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Section 5, "Use of Funding," is amended as follows:

**Section 5. Use of Funding.** ~~VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one call/one click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost effective community transportation service within the two county area.~~

a) Escambia County will utilize VTCLI grant funding to acquire:

1. Interactive Voice Response Module and hardware in the amount of \$130,387

b) Santa Rosa County will utilize VTCLI grant funding to acquire:

1. Automated Scheduling Software in the amount of \$53,500

2. Mobile data terminals and hardware in the amount of \$38,500

3 That the parties hereby agree that all other terms and conditions of the Interlocal Agreement dated July 11, 2013, not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. 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 matter which is a subject of this Agreement shall be in the County of Escambia.

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

6. That this Amendment to the Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the Parties, the County shall be responsible for such filing.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/12/14

**Escambia County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

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

BCC Approved: \_\_\_\_\_

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

(Seal)

**Santa Rosa County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
Jim Melvin, Chairman

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

**ATTEST:** Don C. Spencer  
Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

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

(Seal)



**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND  
ESCAMBIA COUNTY FOR FEDERAL TRANSIT ADMINISTRATION  
GRANT FUNDING**

This Interlocal Agreement (hereinafter "Agreement") is made and entered into this 11th day of July, 2013, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

**WITNESSETH:**

**WHEREAS**, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa are designated planning areas jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two county area; and

**WHEREAS**, as part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity within the two county area; and

**WHEREAS**, this region of the Gulf Coast, in the panhandle of Florida, is home to a large population of veterans and active duty military and their families. Several military installations are located here: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field; and

**WHEREAS**, Santa Rosa was selected to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), as authorized by 49 U.S.C.A. §5309, as amended by Section 3011 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU), Pub. L. 109-59; and

**WHEREAS**, Escambia is a direct recipient eligible to receive federal funding from the FTA and is eligible to receive said VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth herein; and



**WHEREAS**, Escambia shall utilize said grant funding in accordance with the terms set forth herein to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC.

**NOW THEREFORE**, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

**Section 1. Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Purpose of the Agreement.** Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize VTCLI grant funding from the FTA for eligible projects and expenditures.

**Section 3. Responsibilities of the Parties.**

a) Escambia County shall:

1. Serve as the direct recipient of VTCLI grant funding awarded by the FTA.
2. Submit necessary applications to the FTA for VTCLI grant funding.
3. Adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
4. Provide reports, certifications and assurances as required by the FTA.

b) Santa Rosa County shall:

1. Serve as the sub-recipient of VTCLI grant funding awarded by the FTA.
2. Assist the recipient in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
3. Provide reports, certifications and assurances as required by the FTA.



**Section 4. Program Funding.** VTCLI grant funding as referenced herein is solely available subject to an award from the FTA. Any local matching contribution will be provided by the Florida Department of Transportation using Toll Credits for capital purchases. Escambia or Santa Rosa shall not be required to contribute matching funds. Escambia shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event the FTA should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither Escambia nor Santa Rosa shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by the FTA.

**Section 5. Use of Funding.** VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost-effective community transportation service within the two county area.

**Section 6. Program Records.** Escambia assumes responsibility for maintaining all records and documentation related to the Program associated with this Agreement. Further, such records shall be readily available to Santa Rosa, its representatives and designated agents, the Federal Transit Administration, its authorized representatives and designated agents, and any such other duly authorized parties requiring access to such records. Escambia shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Escambia shall cooperate with Santa Rosa to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**Section 7. Liability.**

- a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Santa Rosa County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or acts against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by parties and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.



- b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

#### **Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Termination.** As this Agreement is expressly contingent upon the availability of VTCLI grant funding as provided by the FTA, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to the availability of VTCLI grant funds.

**Section 10. Nepotism.** Santa Rosa and Escambia agree to abide by the provisions of §112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

#### **Section 11. Civil Rights and Anti-Discrimination.**

- a) Santa Rosa and Escambia agree to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement shall be free of discrimination against their employees, persons or groups of persons on the basis of race, color, sex or national origin. The provisions of both Civil Rights Acts are incorporated by reference herein.
- b) All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa and Escambia accept responsibility for ensuring such non-discriminatory access to the services provided hereunder.



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

**Section 12. Assignment.** The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 13. Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 14. Survival.** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 15. Interpretation.**

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 16. Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 17. Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.



**Section 18. Notices.** All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

**Escambia County**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**Santa Rosa County**

County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570

**Section 19. Prior Agreements Superceded.**

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 20. Governing Law.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 21. No Waiver.** The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 22. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

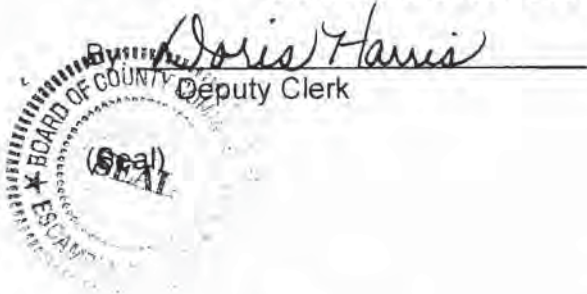
**Escambia County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

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

Date: 7/11/2013

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC Approved: 7/11/2013



Approved as to form and legal sufficiency.

By/Title: *Richard A. Cole*  
Date: 6/19/13

**Santa Rosa County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: *Robert A. Cole*  
Robert A. Cole, Chairman

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

ATTEST: Don C. Spencer  
Clerk of the Circuit Court

BCC Approved: June 13, 2013

By: *Don C. Spencer*  
Clerk

(Seal)





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4473

County Administrator's Report 19. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Interlocal Agreement Between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding

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

Organization: Public Works

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning an Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration (FTA) Grant Funding:

A. Approve the Interlocal Agreement between Santa Rosa County and Escambia County for FTA Grant Funding; and

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

[Escambia County Area Transit (ECAT) will manage the expenditure of the Grant funds]

**BACKGROUND:**

In accordance with Chapter 417, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa Counties are designated planning areas, jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two-county area. As part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity between the two counties.

Because this region of the Gulf Coast is home to a large population of veterans and active duty military and their families, and several military installations are located here, including Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field, Santa Rosa County was selected by the FTA to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant (Federal Section 5309 funding) in the amount of \$222,387.



Typically, Section 5309 funds are only available to FTA-designated recipients; this grant, however, was made available to everyone. In order to receive the federal funds, though, an entity must be registered with FTA as a grantee. While Santa Rosa County is not an FTA-registered grantee, Escambia County is, and is therefore eligible to receive FTA funding, and is permitted to receive the VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth in this Interlocal Agreement. The Interlocal Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize the VTCLI grant funding from the FTA for eligible projects and expenditures.

Escambia County was the direct recipient of a Federal Section 5309, State of Good Repair grant, which also included funding for scheduling software and hardware for the Community Transportation Coordinator, Pensacola Bay Transportation. By entering into this Interlocal Agreement with Santa Rosa County, and combining the VTCLI grant with the State of Good Repair grant, a greater regional impact is feasible.

**BUDGETARY IMPACT:**

Escambia County Area Transit (ECAT) will manage the expenditure of the grant funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

**PERSONNEL:**

Additional personnel will not be required as a result of this Interlocal Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval of all Interlocal Agreements.

**IMPLEMENTATION/COORDINATION:**

Upon BCC approval, staff will work with Santa Rosa County and Pensacola Bay Transportation to implement the grant by purchasing scheduling software and hardware.

---

**Attachments**

Interlocal Agreement

---



**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND  
ESCAMBIA COUNTY FOR FEDERAL TRANSIT ADMINISTRATION  
GRANT FUNDING**

This Interlocal Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

**WITNESSETH:**

**WHEREAS**, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa are designated planning areas jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two county area; and

**WHEREAS**, as part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity within the two county area; and

**WHEREAS**, this region of the Gulf Coast, in the panhandle of Florida, is home to a large population of veterans and active duty military and their families. Several military installations are located here: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field; and

**WHEREAS**, Santa Rosa was selected to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), as authorized by 49 U.S.C.A. §5309, as amended by Section 3011 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU), Pub. L. 109-59; and

**WHEREAS**, Escambia is a direct recipient eligible to receive federal funding from the FTA and is eligible to receive said VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth herein; and



**WHEREAS**, Escambia shall utilize said grant funding in accordance with the terms set forth herein to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC.

**NOW THEREFORE**, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

**Section 1. Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Purpose of the Agreement.** Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize VTCLI grant funding from the FTA for eligible projects and expenditures.

**Section 3. Responsibilities of the Parties.**

a) Escambia County shall:

1. Serve as the direct recipient of VTCLI grant funding awarded by the FTA.
2. Submit necessary applications to the FTA for VTCLI grant funding.
3. Adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
4. Provide reports, certifications and assurances as required by the FTA.

b) Santa Rosa County shall:

1. Serve as the sub-recipient of VTCLI grant funding awarded by the FTA.
2. Assist the recipient in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
3. Provide reports, certifications and assurances as required by the FTA.



**Section 4. Program Funding.** VTCLI grant funding as referenced herein is solely available subject to an award from the FTA. Any local matching contribution will be provided by the Florida Department of Transportation using Toll Credits for capital purchases. Escambia or Santa Rosa shall not be required to contribute matching funds. Escambia shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event the FTA should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither Escambia nor Santa Rosa shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by the FTA.

**Section 5. Use of Funding.** VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost-effective community transportation service within the two county area.

**Section 6. Program Records.** Escambia assumes responsibility for maintaining all records and documentation related to the Program associated with this Agreement. Further, such records shall be readily available to Santa Rosa, its representatives and designated agents, the Federal Transit Administration, its authorized representatives and designated agents, and any such other duly authorized parties requiring access to such records. Escambia shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Escambia shall cooperate with Santa Rosa to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**Section 7. Liability.**

a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Santa Rosa County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or acts against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by parties and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.



- b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Termination.** As this Agreement is expressly contingent upon the availability of VTCLI grant funding as provided by the FTA, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to the availability of VTCLI grant funds.

**Section 10. Nepotism.** Santa Rosa and Escambia agree to abide by the provisions of §112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

**Section 11. Civil Rights and Anti-Discrimination.**

- a) Santa Rosa and Escambia agree to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement shall be free of discrimination against their employees, persons or groups of persons on the basis of race, color, sex or national origin. The provisions of both Civil Rights Acts are incorporated by reference herein.

- b) All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa and Escambia accept responsibility for ensuring such non-discriminatory access to the services provided hereunder.



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

**Section 12. Assignment.** The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 13. Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 14. Survival.** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 15. Interpretation.**

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 16. Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 17. Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.



**Section 18. Notices.** All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

**Escambia County**

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

**Santa Rosa County**

County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570

**Section 19. Prior Agreements Superseded.**

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 20. Governing Law.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 21. No Waiver.** The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 22. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.



IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

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

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

ATTEST: Pam Childers  
Clerk of the Circuit Court BCC Approved: \_\_\_\_\_

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

(Seal)

Approved as to form and legal sufficiency.

By/Title: K. H. Alford  
Date: 6/19/13

Santa Rosa County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
Robert A. Cole, Chairman

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

ATTEST: Don C. Spencer  
Clerk of the Circuit Court BCC Approved: June 13, 2013

By: Don C. Spencer  
Clerk

(Seal)





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6665**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** Acquisition of Real Property at 811 Blue Springs Drive for Stormwater Drainage

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of a Parcel of Real Property, with House, Located at 811 Blue Springs Drive, for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis:

A. Authorize the purchase of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis, for proposed stormwater drainage improvements, for the appraised value of \$49,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 0.30 acres), with house, located at 811 Blue Springs Drive, from Vicki Willis; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/54612/56101, Project No. ESCPW17]

#### **BACKGROUND:**

The property at 811 Blue Springs Drive is in Crescent Lake Subdivision, Unit 4, described as Lot 23, Block 9, of said subdivision as recorded in Plat Book 5 at Page 59 of the public records of Escambia County, Florida. There is an existing drainage easement along the south boundary line of this property, which is owned by Mrs. Vicki Willis.

After the flood event, staff acquired an engineering report from Atkins North America, Inc. relative to the stormwater drainage system in the Crescent Lake Subdivision area, which identified this property as being suitable for a stormwater retention pond purposes. Atkins North

America, Inc. evaluated two properties (811 Blue Springs Drive and 6110 Clearwater Avenue) at the intersection of Blue Springs Drive and Clearwater Avenue which could be used to construct a stormwater pond which would help attenuate some of the upstream runoff before it could discharge into the storm drain system.

Based on the engineering report staff approached the owner to see if she was interested in selling the property at 811 Blue Springs Drive; the owner indicated that she was interested in selling. Staff had an appraisal performed by G. Daniel Green and Associates, dated June 17, 2014, which placed a value of \$49,000 on the property, which the owner indicated she was amenable to accepting. Therefore, staff is requesting the Board to consider granting approval to purchase a parcel of real property (approximately 0.30 acres), with house, from Vicki Willis for the appraised amount of \$49,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

**BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 112 (Disaster Recovery Fund), Cost Center 330492/54612/56101, Project No. ESCPW17.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

---

**Attachments**

contract

appraisal

parcel information

map

---

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between Vicki Willis (formerly known as) Vicki Caytreece Naugle, whose address is 1011 Barnett Street, Pensacola, Florida 32505 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2014.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Forty-Nine Thousand Dollars (\$49,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain



binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
3363 West Park Place  
Pensacola, Florida 32505

**TO SELLER:**

Vicki Willis (fka) Vicki Caytreece Naugle  
1011 Barnett Street  
Pensacola, Florida 32505

**WITH A COPY TO:**

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

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

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: SB West, Asst. County Attorney  
Date: Aug 12, 2014

SELLER:

Larry Goodwin  
Witness  
LARRY GOODWIN  
Print Name

Vicki Willis  
Vicki Willis (fka) Vicki Caytreece Naugle

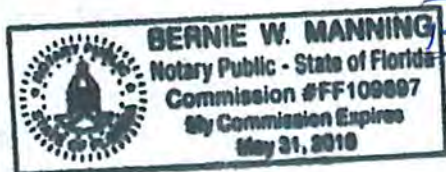
Bernie W Manning  
Witness  
Bernie W Manning  
Print Name

Date: 8/12/14

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of August,  
20 14, by Vicki Willis. She ( ) is personally known to me, ( ☒ ) produced current  
Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

**EXHIBIT "A"**

Parcel Reference Number: 44-1S-30-1000-023-009

Lot 23, Block 9, Crescent Lake, Unit No. 4, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, according to plat thereof as recorded in Plat Book 5, Page 59, of the Public Records of Escambia County, Florida.

**FROM:**

G. Daniel Green & Associates  
 103 Baybridge Drive  
 Gulf Breeze, FL 32561

Telephone Number: 850-934-1797 ext: 101    Fax Number: 850-932-8679

**TO:**

Stacey Ward  
 Escambia County Real Estate Acquisition Dept.  
 3363 W. Park Place  
 Pensacola, FL 32505

Telephone Number: (850) 595-3421

Fax Number:

Alternate Number:

E-Mail:

**INVOICE****INVOICE NUMBER**

14062485

**DATE**

06/18/14

pp

**REFERENCE**

Internal Order #: 14062485  
 Lender Case #: 441S301000270015  
 Client File #: 811 Blue Springs Dr  
 Main File # on form: 811 Blue Springs Dr  
 Other File # on form: 441S301000270015  
 Federal Tax ID: 59-2919932  
 Employer ID: pp

**DESCRIPTION**

**Lender:** Escambia County Real Estate Acquisition Dept.    **Client:** Escambia County Real Estate Acquisition Dept.  
**Purchaser/Borrower:** Escambia County  
**Property Address:** 811 Blue Springs  
**City:** Pensacola  
**County:** Escambia    **State:** FL    **Zip:** 32505  
**Legal Description:** Lot 23 Block 9 Crescent Lake Unit No. 4

**FEES****AMOUNT**

325.00

**SUBTOTAL**

325.00

**PAYMENTS****AMOUNT**

**Check #:**    **Date:**    **Description:**  
**Check #:**    **Date:**    **Description:**  
**Check #:**    **Date:**    **Description:**

**SUBTOTAL**

**TOTAL DUE**

\$

325.00



Client	Escambia County Real Estate Acquisition Dept.				File No. 811 Blue Springs Dr	
Property Address	811 Blue Springs					
City	Pensacola	County	Escambia	State	FL	Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.					

TABLE OF CONTENTS

GP Restricted ..... 1

General Text Addendum ..... 3

Subject Photos ..... 4

Subject Photos ..... 5

Comparable Photos 1-3 ..... 6

Subject Location Map ..... 7

County Plat Map ..... 8

County Parcel Map ..... 9

County Aerial Map ..... 10

Elevation Contour Map ..... 11

Flood Map ..... 12

Zoning Allowances ..... 13

Location Map ..... 14

FIRREA/USPAP Addendum ..... 15


USPAP Identification ..... 16

GP Land Certifications Addendum ..... 17

Appraiser License ..... 19



RESIDENTIAL APPRAISAL REPORT

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
	Data Source(s):			
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>Data regarding any prior sale or transfer history of the subject and comparable sales is limited to information contained in the county property appraisers data base, via their website, and in some cases the local MLS, and the parties involved in the transaction, if any. This is not a title search. The appraiser relies on the lender or client to reveal ownership or transactions not shown in the above sources of which the lender may be aware.</u>		
	Date:			
	Price:			
Source(s):				
	2nd Prior Subject Sale/Transfer			
	Date:			
	Price:			
	Source(s):			
MARKET	Subject Market Area and Marketability: <u>See attached addenda</u>			
SITE	Site Area: <u>0.20 acres</u>	Site View: <u>Residential</u>	Topography: <u>Incline from Blue Springs to GI</u>	Drainage: <u>Appears Adequate</u>
	Zoning Classification: <u>R-2</u>	Description: <u>Single-Family District, Low-Medium Density</u>		
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning			
	Highest & Best Use: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) _____			
	Actual Use as of Effective Date: <u>Single Family Residential</u> Use as appraised in this report: <u>Single Family Residential</u>			
	Opinion of Highest & Best Use: <u>See attached addenda.</u>			
	FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone <u>X</u> FEMA Map # <u>12033C0360G</u> FEMA Map Date <u>09/29/2006</u>			
	Site Comments: <u>See attached addenda.</u>			
IMPROVEMENTS	Improvements Comments: <u>Based upon an limited observation from the street, the subject appears to be of average quality construction and average condition. It is assumed that the interior of the subject is of the same level of quality and maintenance that is shown on the exterior. This appraisal is based on a limited observation of the subject only. It makes no guarantees or warranties concerning the physical condition of the subject. It is not a survey, termite inspection, home inspection or structural inspection of the subject.</u>			
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$		49,000	
	Indicated Value by: Cost Approach (if developed) \$		Indicated Value by: Income Approach (if developed) \$	
	Final Reconciliation <u>Only the Sales Comparison Approach was used. The Cost Approach does not materially enhance the accuracy of the opinion of of value and is therefore not developed in this analysis. The Income Approach is not used by the typical buyer in this market and is not used in this report.</u>			
	<u>Equal weight has been applied to each sale based upon gross adjustments.</u>			
	This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input checked="" type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>This is a retrospective appraisal in which the appraiser makes the extraordinary assumption that on 04/28/2014 the subject was in at least average condition and quality.</u>			
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.			
	<u>Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 49,000 , as of: 06/17/2014 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.</u>			
ATTACHMENTS	A true and complete copy of this report contains <u>19</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.			
	Attached Exhibits:			
	<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certifications	<input checked="" type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda
	<input checked="" type="checkbox"/> Map Addenda	<input type="checkbox"/> Additional Sales	<input type="checkbox"/> Cost Addendum	<input type="checkbox"/> Sketch Addendum
	<input type="checkbox"/> Hypothetical Conditions	<input checked="" type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/>	<input type="checkbox"/> Manuf. House Addendum
SIGNATURES	Client Contact: <u>Stacey Ward</u>		Client Name: <u>Escambia County Real Estate Acquisition Dept.</u>	
	E-Mail: <u>stacey_ward@myescambia.com</u>		Address: <u>3363 W. Park Place, Pensacola, FL 32505</u>	
	APPRAISER		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
				
	Appraiser Name: <u>Paula Marie Pelezo</u>		Supervisory or Co-Appraiser Name: _____	
	Company: <u>G. Daniel Green &amp; Associates, Inc.</u>		Company: _____	
	Phone: <u>(850) 934-1797 x100</u> Fax: _____		Phone: _____ Fax: _____	
	E-Mail: <u>ppelezo@gdanielgreen.com</u>		E-Mail: _____	
	Date of Report (Signature): <u>06/27/2014</u>		Date of Report (Signature): _____	
	License or Certification #: <u>Cert Res RD7497</u> State: <u>FL</u>		License or Certification #: _____ State: _____	
	Designation: <u>State Certified Real Estate Appraiser</u>		Designation: _____	
	Expiration Date of License or Certification: <u>11/30/2014</u>		Expiration Date of License or Certification: _____	
	Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None		Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
	Date of Inspection: <u>06/17/2014</u>		Date of Inspection: _____	

Supplemental Addendum

File No. 811 Blue Springs Dr

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL      Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				

Additional Appraiser Certification

26. — Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

• **GP Restricted : Neighborhood - Description**

To the north is Marcus Pointe Subdivision, to the south is Massachusetts Avenue, to the west is Mobile Highway and to the east is "W" Street.

Crescent Lake consists of homes with a variety of designs and appeal. Mostly built in the 1950's and 1960's. Sizes range from 700-2000 square feet. There are single family dwellings, mobile home and residential attached. There are some home located on Crescent Lake on the eastern and western sides. All school levels, employment centers, shopping, medical and recreational facilities, and major transportation arteries are conveniently located. The area has good market acceptance.

\*other present land use is considered vacant land, parks and recreation

The current market is considered to be a buyers market with normal concessions for all or part of the closing costs. Within the past year, available properties on the market has increased significantly. Properties which are priced right initially appear to be selling faster than homes that have been on the market longer with repeatedly reduced asking prices.

• **GP Restricted : Site Description - Site Comments**

The site size was taken from the county property appraisers plats and assessor's maps and is assumed to be correct, but not guaranteed. The appraiser makes no certification as the the accuracy of the lot dimensions and a survey is suggested for verification. Lot dimensions, size, flood status, easements and encroachments are subject and inferior to a current survey and/or title option.

• **GP Restricted : Site - Opinion of Highest & Best Use**

The subject lot is located in an existing residential area of similar properties.The highest and best use of the subject is a single family detached residence which is consistent with the zoning and surrounding properties.



Subject Photos

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL      Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				



Front



hole



hole



hole





Subject Photos

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL      Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				



Street

Comments:

Comments:



Street

Comments:



Street

Comments:



Comparable Photo Page

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL      Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				



Comparable 1

912 Rock Creek Ave	
Prox. to Subject	0.19 miles S
Sales Price	65,000
Gross Living Area	1,150
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.0
Location	Crescent Lake
View	Residential
Site	0.22 acres
Quality	Average
Age	55



Comparable 2

6506 Pebble Dr	
Prox. to Subject	0.19 miles NE
Sales Price	73,000
Gross Living Area	1,000
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.1
Location	Crescent Lake
View	Residential
Site	0.22 acres
Quality	Average
Age	47



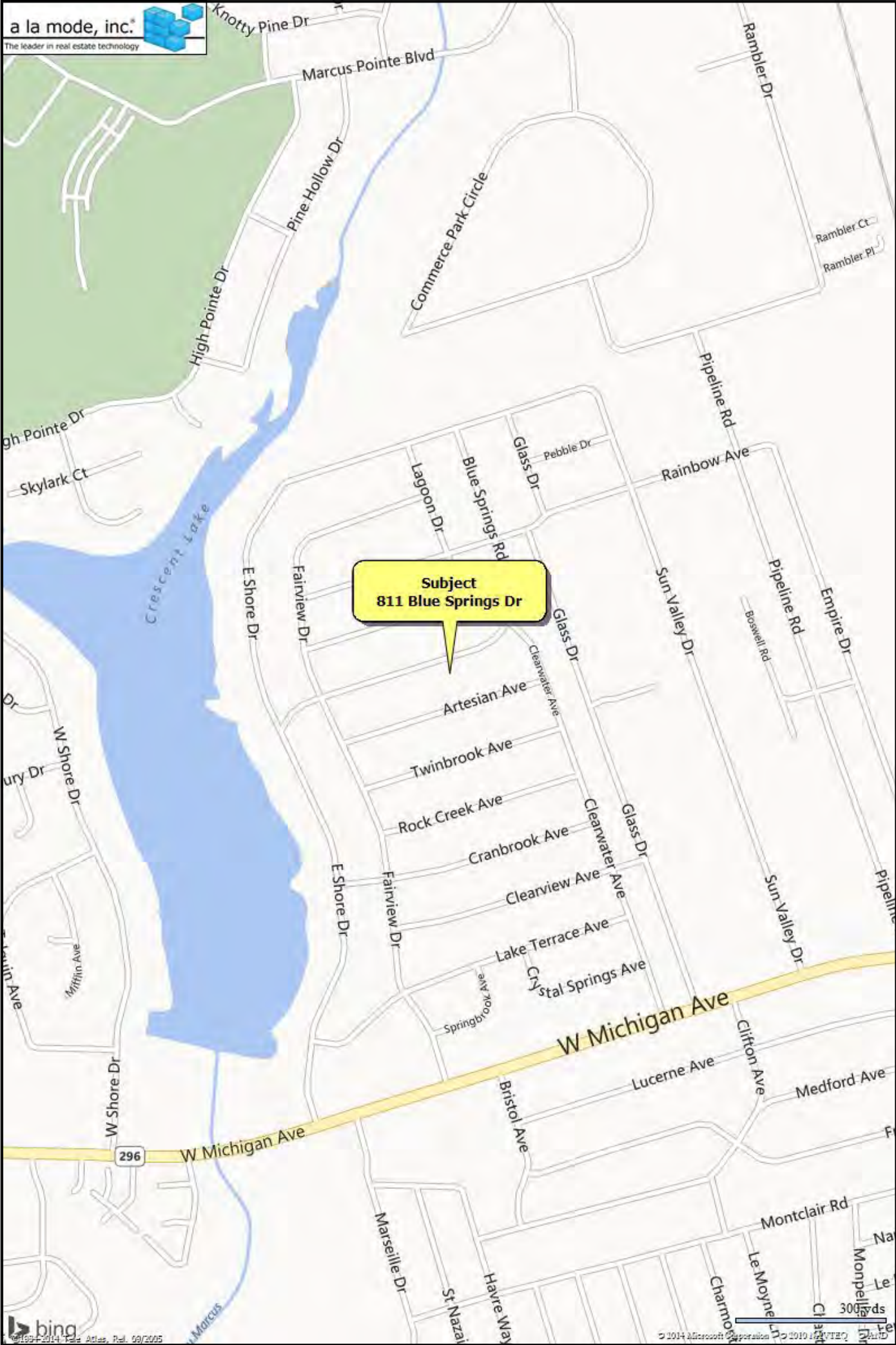
Comparable 3

5414 Glass Dr	
Prox. to Subject	0.33 miles SE
Sales Price	38,400
Gross Living Area	1,096
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.0
Location	Crescent Lake
View	Residential
Site	0.21 acres
Quality	Average
Age	57



Subject Location Map

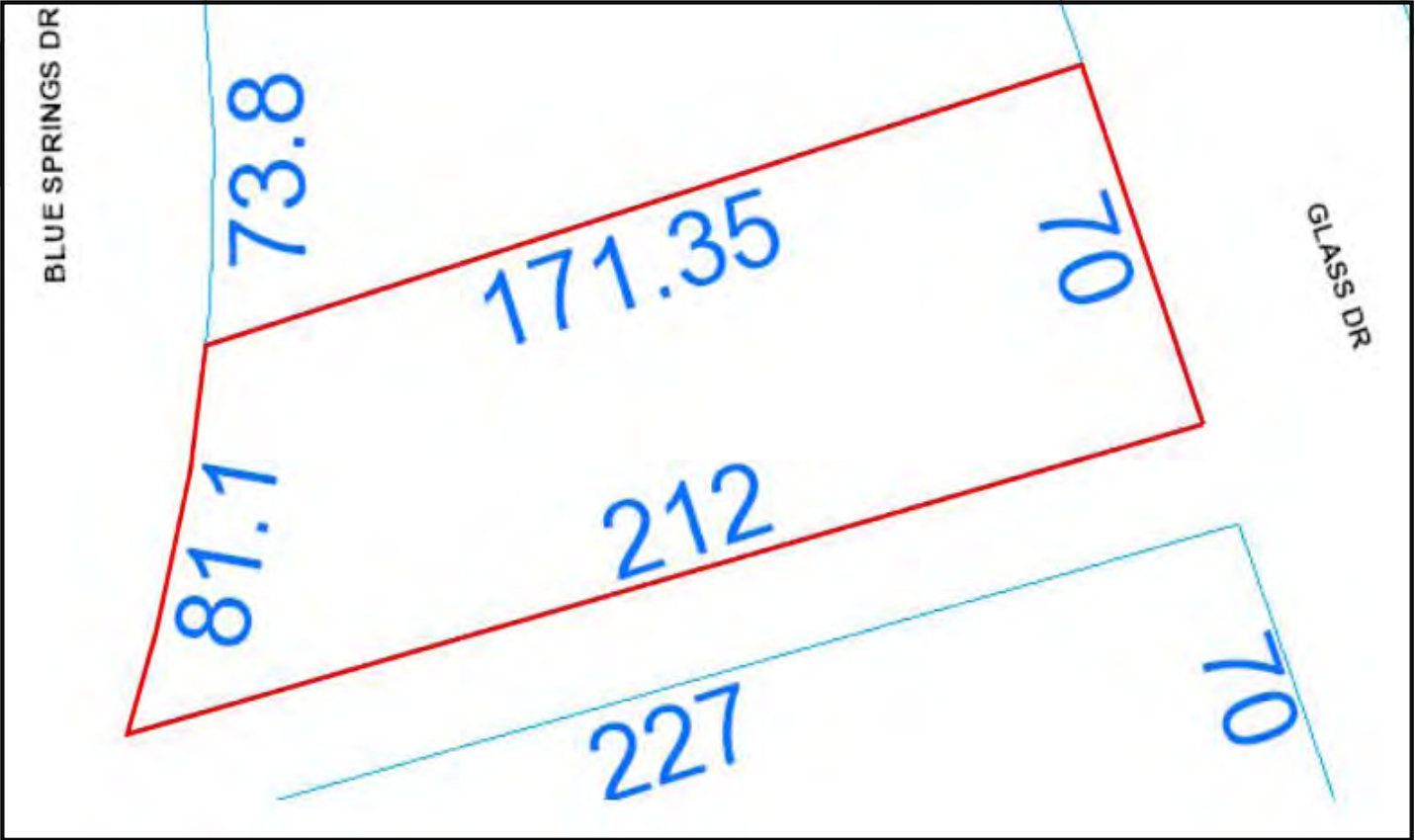
Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32505
Lender	Escambia County Real Estate Acquisition Dept.				



County Plat Map

Client	Escambia County Real Estate Acquisition Dept.			
Property Address	811 Blue Springs			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.			

The subject property is outlined in red



County Parcel Map

Client	Escambia County Real Estate Acquisition Dept.			
Property Address	811 Blue Springs			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.			

The subject property is outlined in red





County Aerial Map

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				

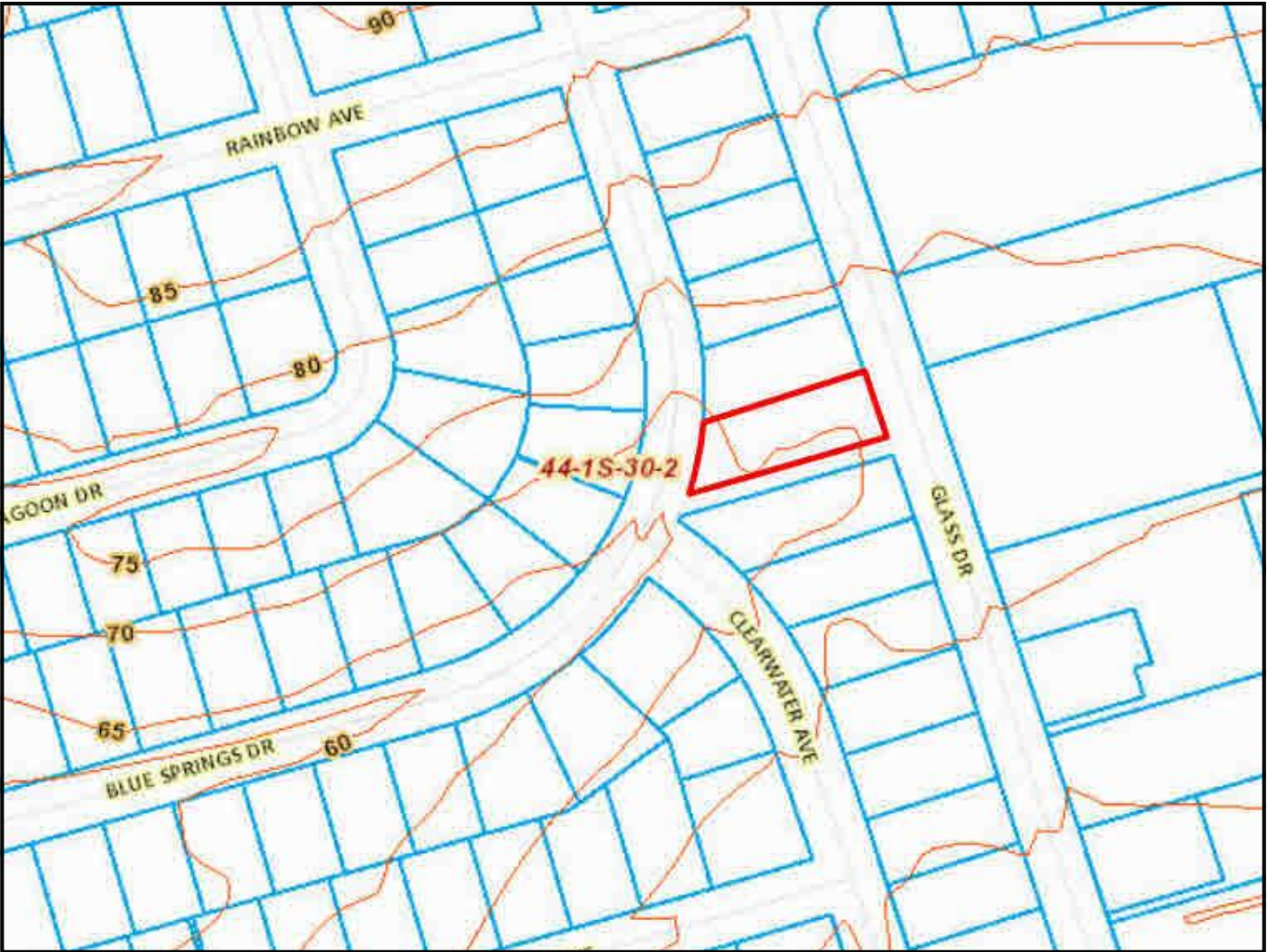
The subject property is outlined in red  
Subject property lines are approximate and are for illustrative purposes only.



Elevation Contour Map

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				

The subject property is outlined in red





Flood Map

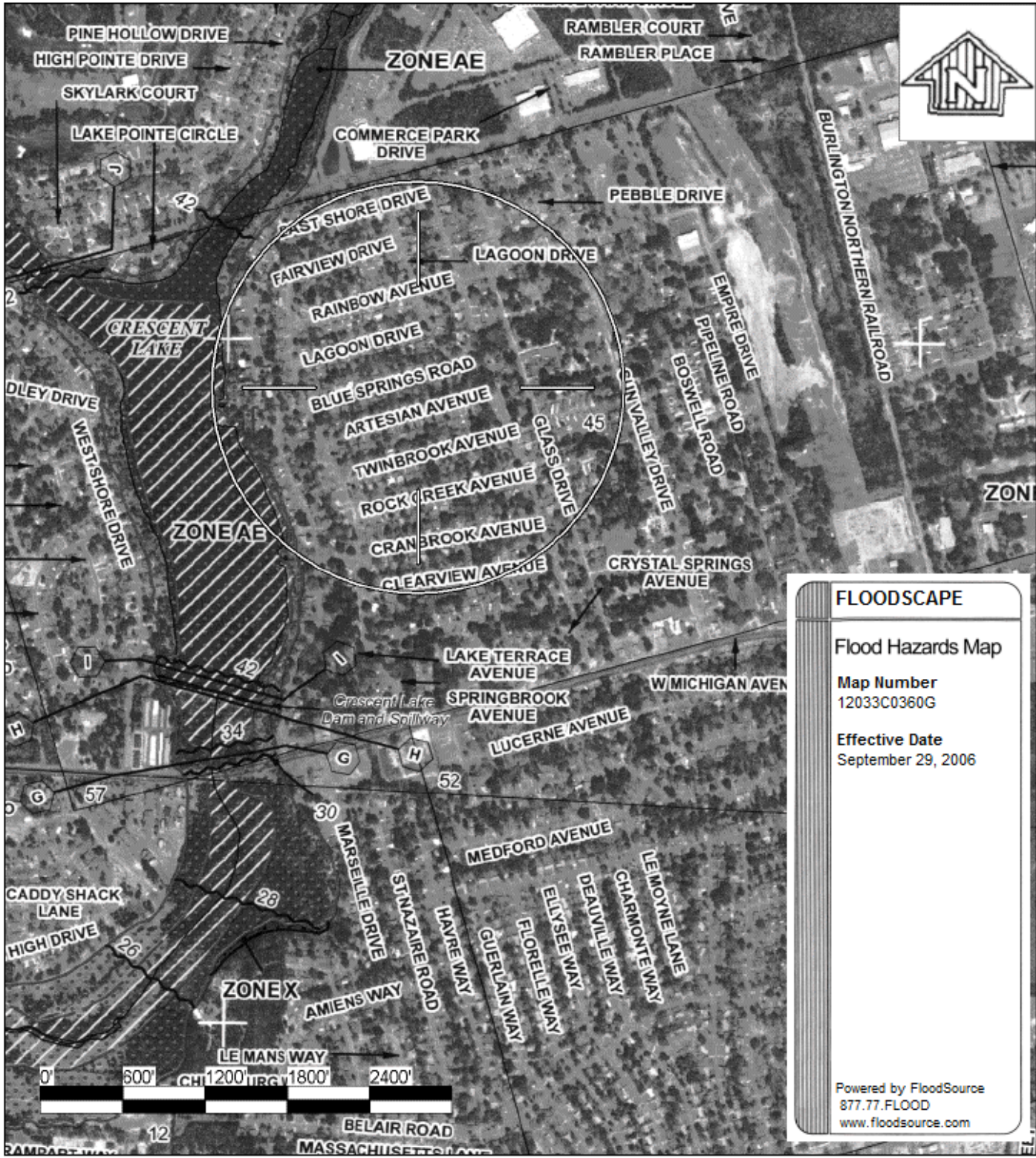
Client	Escambia County Real Estate Acquisition Dept.			
Property Address	811 Blue Springs			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.			

InterFlood



www.interflood.com • 1-800-252-6633

**Prepared for:**  
Daniel Green & Associates, Inc.  
  
811 Blue Springs Dr  
Pensacola, FL 32505



**6.05.07. R-2 single-family district (cumulative), low-medium density.**

- A. Intent and purpose of district.** This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre. Refer to article 11 for uses and densities allowed in R-2, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-2 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.
- B. Permitted uses.** Any use permitted in the R-1 district.
- C. Conditional uses.** Any conditional use allowed in the R-1 district.

*Permitted uses.*

- 1. Single-family detached dwellings and their customary accessory structures and uses.
- 2. The growing of vegetables or other food crops is permitted as long as the primary purpose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
- 3. Public utility.
- 4. Marina (private).
- 5. Residential dock or pier.
- 6. Family day care homes and family foster homes.
- 7. Reclamation of borrow pits that existed prior to September 16, 2004 (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 II, the Land Development Code, article 7).

*Conditional uses.*

- 1. Home occupations with employees.
- 2. Golf courses, tennis centers, swimming clubs with customary attendant facilities and accessory buildings.
- 3. Country clubs and their customary accessory uses.
- 4. Clubs, as defined.
- 5. Covered boathouses and covered boat docks as accessory uses.
- 6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size 100,000 square feet.
- 7. Educational facilities, excluding child care centers and kindergartens.
- 8. Places of worship.
- 9. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
- 10. Public utility and service structures (see section 6.08.02).
- 11. Guest residence for medical care.
- 12. Public parks and recreation facilities.

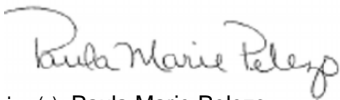


Location Map

Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32505
Lender	Escambia County Real Estate Acquisition Dept.				





<b>FIRREA / USPAP ADDENDUM</b>					
Client	Escambia County Real Estate Acquisition Dept.				
Property Address	811 Blue Springs				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.				
<b>Purpose</b>					
The purpose of the appraisal is to estimate fair market value of the subject property as of a retrospective date of 04/28/2014					
<b>Scope</b>					
The scope of research preformed for this report was limited to an examination of similar improved property sales and vacant land sales in the subject market area. Information on these properties was obtained through the local MLS system, county property appraisers office, appraisers files and often third party sources involved with the sale. The scope of data concerning the physical condition of the subject property is limited to a a "drive by" observation of the subject and in some cases information revealed by others. Areas that are not readily accessible including the attic and crawl space (if any) or areas that are covered by personal property, carpet (etc) or vegetation have not been observed. The appraisal specifically is not a "home inspection", "site survey", "WDO inspection", or "engineering/structural inspection".					
<b>Intended Use / Intended User</b>					
This appraisal is strictly for the use of the client and for no other purpose.					
<b>History of Property</b>					
Current listing information: Per Pensacola MLS, the subject is not currently listed.					
Prior sale: None in the past 3 years					
<b>Exposure Time / Marketing Time</b>					
As per the definitions section of USPAP, Exposure Time is defined as, "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."					
Based on current market conditions, the opinion of reasonable exposure time for the subject property is estimated to be 13-14 months.					
Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (see comments below)					
<b>Personal (non-realty) Transfers</b>					
n/a					
<b>Additional Comments</b>					
Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.					
The estimated opinion of value within the report is considered reliable within the context, scope and limitations of this report. The individual adjustments, line items and estimates shown in this appraisal report are used solely to arrive at the opinion of value. Use of them individually or out of context of this report is inappropriate and unreliable. The user/client is specifically instructed not to do so. Additionally, all of the exhibits and data included in this report and identified on the "Table of Contents" page comprise the complete appraisal report. The deletion of any exhibit and/or data will render the remainder unreliable and misleading. The user/client is specifically instructed not to do so. Any application of such data taken out of context will render all opinions and conclusions null and void.					
<b>Certification Supplement</b>					
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.					
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.					
					
Appraiser(s): Paula Marie Pelezo			Supervisory Appraiser(s):		
Effective date / Report date: 06/17/2014			Effective date / Report date:		

Client	Escambia County Real Estate Acquisition Dept.				File No. 811 Blue Springs Dr	
Property Address	811 Blue Springs					
City	Pensacola	County	Escambia	State	FL	Zip Code 32505
Lender	Escambia County Real Estate Acquisition Dept.					

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

PHOTOGRAPH CERTIFICATION:

1. The photographs used in this appraisal are digital photos utilizing photo imaging technology.

2. The appraiser personally inspected the subject and all comparables.

3. The photographs used in this appraisal are a true and correct representation of the subject property and the comparable sales utilized in this report.

4. Although the photographs may have been enhanced during the finishing process, no alterations were made to the images which would misrepresent the appearance of the subject property and comparables.

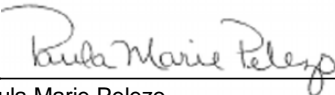
5. Any exterior repairs and/or defects of the subject property and/or the comparable sales is noted and addressed in the appraisal report, if necessary.

CONDITIONS OF APPRAISAL

The intended user of this report is the referenced client. The intended use of this report is to assist the lender in making a lending decision. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

APPRAISER:

Signature:



Name:

Paula Marie Pelezo

State Certified Real Estate Appraiser

State Certification #:

Cert Res RD7497

or State License #:

State:

FL

Expiration Date of Certification or License:

11/30/2014

Date of Signature and Report:

06/27/2014

Effective Date of Appraisal:

06/17/2014

Inspection of Subject:

☐ None

☐ Interior and Exterior

☒ Exterior-Only

Date of Inspection (if applicable):

06/17/2014

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject:

☐ None

☐ Interior and Exterior

☐ Exterior-Only

Date of Inspection (if applicable):

Assumptions, Limiting Conditions & Scope of Work

Property Address: 811 Blue Springs		City: Pensacola		State: FL		Zip Code: 32505	
Client: Escambia County Real Estate Acquisition Dept		Address: 3363 W. Park Place, Pensacola, FL 32505					
Appraiser: Paula Marie Pelezo		Address: 103 Bay Bridge Dr, Gulf Breeze, FL 32561					

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

— The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

— The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

— An appraiser’s client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser’s client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

— The appraiser’s written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

— Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**

## File No.: 811 Blue Springs Dr

## SIGNATURES

THE DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#6298438

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# 112082304194

DATE	BATCH NUMBER	LICENSE NBR
08/23/2012	128051858	RD7497

The CERTIFIED RESIDENTIAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2014

FELEZO, PAULA MARIE  
103 BAYBRIDGE DR  
GULF BREEZE

FL 32561

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW





## Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[←](#) Navigate Mode ☒ Account ☐ Reference [→](#)
[Printer Friendly Version](#)

### General Information

**Reference:** 441S301000023009  
**Account:** 041519000  
**Owners:** NAUGLE VICKI CAYTREECE  
**Mail:** 1011 BARNETT ST  
 PENSACOLA, FL 32505  
**Situs:** 811 BLUE SPRINGS DR 32505  
**Use Code:** SINGLE FAMILY RESID [🔍](#)  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

### 2013 Certified Roll Assessment

**Improvements:** \$28,563  
**Land:** \$19,000  
**Total:** \$47,563  
[Save Our Homes:](#) \$0

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

### Sales Data

[MLS Listing #456796](#)

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2001	4751	606	\$100	QC	<a href="#">View Instr</a>
04/1987	2398	120	\$35,000	WD	<a href="#">View Instr</a>
09/1985	2124	671	\$30,000	CJ	<a href="#">View Instr</a>
07/1985	2120	27	\$30,000	SC	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
 Escambia County Clerk of the Circuit Court and Comptroller

### 2013 Certified Roll Exemptions

None

### Legal Description [🔍](#)

LT 23 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 2398 P 120...

### Extra Features

FRAME BUILDING

### Parcel Information

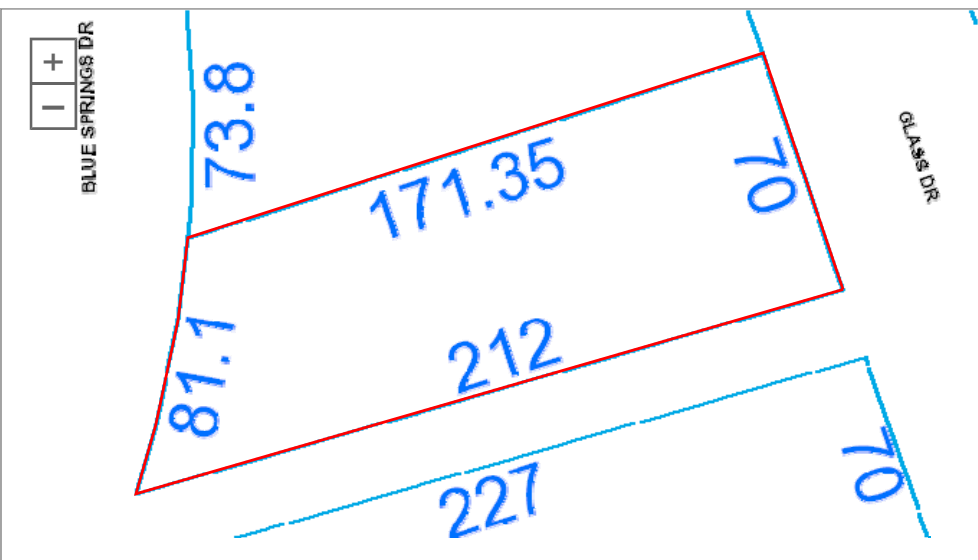
[Launch Interactive Map](#)

**Section Map Id:**  
[44-1S-30-2](#)

**Approx. Acreage:**  
 0.3000

**Zoned:** [🔍](#)  
 R-2

**Evacuation & Flood Information**  
[Open Report](#)



### Buildings

Building 1 - Address: 811 BLUE SPRINGS DR, Year Built: 1963, Effective Year: 1963

[Structural Elements](#)

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1.00

EXTERIOR WALL-CONCRETE BLOCK

FLOOR COVER-ASPHALT TILE  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3.00  
NO. STORIES-1.00  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STRUCTURAL FRAME-MASONRY PIL/STL



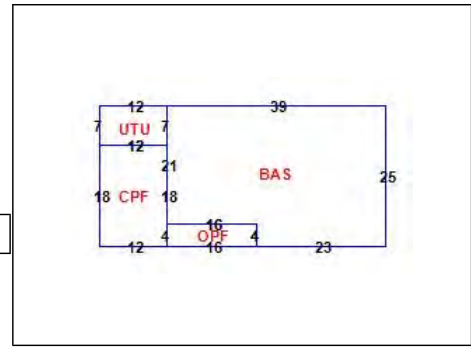
Areas - 1275 Total SF

BASE AREA - 911

CARPORT FIN - 216

OPEN PORCH FIN - 64

UTILITY UNF - 84



Images



11/15/11

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.

Last Updated: 06/02/2014 (tc.



**PROPOSED ACQUISITION OF PROPERTY (WITH HOUSE) @ 811 BLUE SPRINGS DRIVE IN CRESCENT LAKE , UNIT 4, SUBDIVISION  
OWNER: VICKI NAUGLE**



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 08/11/14 DISTRICT 3



**NAUGLE PROPERTY @ 811 BLUE SPRINGS DRIVE  
APPROXIMATELY 0.30 ACRES (WITH HOUSE)  
PARCEL REFERENCE NUMBER: 44-1S-30=1000-023-009  
ACCOUNT # 041519000**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6666**

**County Administrator's Report 11. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** Acquisition of Real Property at 6110 Clearwater Avenue for Stormwater Drainage

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of a Parcel of Real Property, with House, Located at 6110 Clearwater Avenue, for Stormwater Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, from Marnie Land Dandry:

A. Authorize the purchase of a parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, for proposed stormwater drainage improvements, from Marnie Land Dandry, for the appraised value of \$64,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of parcel of real property (approximately 0.34 acres), with house, located at 6110 Clearwater Avenue, from Marnie Land Dandry; and

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

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/54612/56101, Project No. ESCPW17]

#### **BACKGROUND:**

The property at 6110 Clearwater Avenue is in Crescent Lake Subdivision, Unit 4, described as Lot 22, Block 9, of said subdivision as recorded in Plat Book 5 at Page 59 of the public records of Escambia County, Florida. There is an existing drainage easement along the north boundary line of this property, which is owned by Ms. Marnie Land Dandry.

The house on this property sustained damage during the April 2014 flood event; there was damage to the yard as well.

After the flood event, staff acquired an engineering report from Atkins North America, Inc. relative to the stormwater drainage system in the Crescent Lake Subdivision area, which identified this property as being suitable for a stormwater retention pond purposes. Atkins North America, Inc. evaluated two properties (811 Blue Springs Drive and 6110 Clearwater Avenue) at the intersection of Blue Springs and Clearwater Avenue which could be used to construct a stormwater pond which would help attenuate some of the upstream runoff before it could discharge into the storm drain system.

Based on the engineering report, staff approached the owner to discuss the sale of the property at 6110 Clearwater Avenue; the owner indicated that she was interested in selling. Staff had an appraisal performed by G. Daniel Green and Associates dated July 23, 2014, which placed a value of \$64,000 on the property, which the owner indicated she was amenable to accepting. Therefore, staff is requesting the Board to consider granting approval to purchase a parcel of real property (approximately 0.34 acres), with house, from Marnie Land Dandry for the appraised amount of \$64,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

**BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 112 (Disaster Recovery Fund), Cost Center 330492/54612/56101, Project No. ESCPW17.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

---

**Attachments**

contract

appraisal

parcel information

aerial map

---



## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between Marnie Land Dandry, whose address is 6110 Clearwater Avenue, Pensacola, Florida 32505 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2014.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Sixty-Four Thousand Dollars (\$64,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
3363 West Park Place  
Pensacola, Florida 32505

**TO SELLER:**

Marnie Land Dandry  
6110 Clearwater Avenue  
Pensacola, Florida 32505

**WITH A COPY TO:**

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF**

NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

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

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Elbert Asst. County Attorney  
Date: Aug. 12, 2014

SELLER:

Bernie W Manning  
Witness  
Bernie W Manning  
Print Name

Marnie Land Dandry  
Marnie Land Dandry

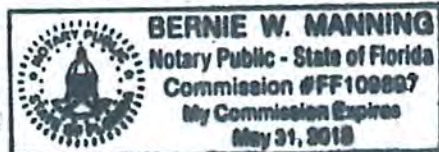
Larry Goodwin  
Witness  
LARRY GOODWIN  
Print Name

Date: 8-12-2014

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of August,  
20 14, by Marnie Land Dandry. She ☐ is personally known to me, ☒ produced current  
Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public



**EXHIBIT "A"**

Parcel Reference Number: 44-1S-30-1000-022-009

Lot 22, Block 9, Crescent Lake, Unit No. 4, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, according to plat thereof as recorded in Plat Book 5, Page 59, of the Public Records of Escambia County, Florida.

**FROM:**

G. Daniel Green & Associates  
103 Baybridge Drive  
Gulf Breeze, FL 32561

Telephone Number: 850-934-1797 ext: 101    Fax Number: 850-932-8679

**INVOICE****INVOICE NUMBER**

14071550

**DATE****REFERENCE**

Internal Order #: 14071550

Lender Case #:

Client File #:

Main File # on form:

Other File # on form:

Federal Tax ID: 59-2919932

Employer ID:

**TO:**

Escambia County  
3363 W. Park Place  
Pensacola, FL 32505

Telephone Number: (850) 595-3421

Fax Number:

Alternate Number:

E-Mail: JCCANTRE@co.escambia.fl.us

**DESCRIPTION**

Lender: Escambia County

Client: Escambia County

Purchaser/Borrower: N/A

Property Address: 6110 Clearwater Ave

City: Pensacola

County: Escambia

State: FL

Zip: 32505

Legal Description: LT 22 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 6748 P 1566

**FEES****AMOUNT**

325.00

**SUBTOTAL**

325.00

**PAYMENTS****AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

**SUBTOTAL****TOTAL DUE****\$**

325.00

File #

APPRAISAL OF REAL PROPERTY



LOCATED AT

6110 Clearwater Ave  
Pensacola, FL 32505

LT 22 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 6748 P 1566

FOR

Escambia County  
3363 W. Park Place  
Pensacola, FL 32505

OPINION OF VALUE

64,000

AS OF

07/23/2014

TABLE OF CONTENTS

Exterior-Only .....	1
Additional Comparables 4-6 .....	7
Additional Listings 1-3 .....	8
Market Conditions Addendum to the Appraisal Report .....	9
General Text Addendum .....	10
Sales Time Graph .....	12
Subject Photograph Addendum .....	13
Comparable Photos 1-3 .....	14
Comparable Photos 4-6 .....	15
Listings Photos 1-3 .....	16
Subject Tax Information .....	17
Building Sketch .....	18
Location Map .....	19
Subject Location Map .....	20
General Location map .....	21
Plat Map .....	22
Aerial Map .....	23
Flood Map .....	24
FIRREA/USPAP Addendum .....	25
USPAP Identification] .....	26

# Exterior-Only Inspection Residential Appraisal Report File #

File #

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.										
Property Address 6110 Clearwater Ave					City Pensacola		State FL		Zip Code 32505	
Borrower N/A			Owner of Public Record DANDRY MARNIE LAND		County Escambia					
Legal Description LT 22 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 6748 P 1566										
Assessor's Parcel # 441S301000022009					Tax Year 2013		R.E. Taxes \$ 579			
Neighborhood Name Crescent Lake					Map Reference 37860		Census Tract 0032.01			
Occupant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant Special Assessments \$ 0 <input type="checkbox"/> PUD HOA \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month										
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)										
Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Fair Market Value										
Lender/Client Escambia County					Address 3363 W. Park Place, Pensacola, FL 32505					
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Report data source(s) used, offering price(s), and date(s).										
CONTRACT	I <input type="checkbox"/> did <input checked="" type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.									
	Contract Price \$ Date of Contract Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)									
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No									
If Yes, report the total dollar amount and describe the items to be paid.										
NEIGHBORHOOD	<b>Note: Race and the racial composition of the neighborhood are not appraisal factors.</b>									
	Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural			Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining			PRICE AGE		One-Unit 80 %	
	Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%			Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply			\$ (000) (yrs)		2-4 Unit 5 %	
	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow			Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths			7 Low New		Multi-Family 5 %	
	Neighborhood Boundaries To the north is Interstate 10, to the east is Interstate 110, to the south is						391 High 73		Commercial 10 %	
	Beverly Pkwy, and to the west is Mobile Highway.						64 Pred. 35-45		Other %	
	Neighborhood Description The subject subdivision is comprised of older (35+/-) single family homes centered around a lake. Most of the properties are well maintained. The area is easily accessible from Michigan Ave. All schools, shopping, medical facilities, and employment centers are convenient to the neighborhood.									
	Market Conditions (including support for the above conclusions) Typical financing is conventional, with some VA and FHA. Interest buydowns and other forms of seller concession other than price negotiation are becoming more prevalent. The interest rates have remained affordable over the past year.									
SITE	Dimensions 227x70x182.5x84 (See Plat Map)			Area 0.34 acres		Shape Rectangular		View Residential		
	Specific Zoning Classification R-2			Zoning Description Single-Family District, Low-Medium Density						
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)									
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe									
	Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements - Type			Public Private		
	Electricity <input checked="" type="checkbox"/> <input type="checkbox"/>		Water <input checked="" type="checkbox"/> <input type="checkbox"/>		Street Paved asphalt			<input checked="" type="checkbox"/> <input type="checkbox"/>		
	Gas <input type="checkbox"/> <input type="checkbox"/> Unknown		Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/>		Alley None Noted			<input type="checkbox"/> <input type="checkbox"/>		
	FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FEMA Flood Zone X		FEMA Map # 12033C0360G		FEMA Map Date 09/29/2006		
	Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe									
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe										
The site size was taken from the county property appraisers plats and assessor's maps and is assumed to be correct, but not guaranteed. The appraiser makes no certification as the the accuracy of the lot dimensions and a survey is suggested for verification. Lot dimensions, size, flood status, easements and encroachments are subject and more reliable to a current survey and/or title option. The flood zone shown is not a guarantee that the site or improvements will not flood.										
Source(s) Used for Physical Characteristics of Property <input type="checkbox"/> Appraisal Files <input type="checkbox"/> MLS <input checked="" type="checkbox"/> Assessment and Tax Records <input type="checkbox"/> Prior Inspection <input type="checkbox"/> Property Owner <input type="checkbox"/> Other (describe)										
Data Source for Gross Living Area Property Appraiser Website										
General Description		General Description		Heating/Cooling		Amenities		Car Storage		
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit		<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB		<input type="checkbox"/> Fireplace(s) # 0		<input type="checkbox"/> None		
# of Stories 1		<input type="checkbox"/> Full Basement <input type="checkbox"/> Finished		<input type="checkbox"/> Radiant		<input type="checkbox"/> Woodstove(s) # 0		<input checked="" type="checkbox"/> Driveway # of Cars 2		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		<input type="checkbox"/> Partial Basement <input type="checkbox"/> Finished		<input type="checkbox"/> Other		<input type="checkbox"/> Patio/Deck Rear		Driveway Surface Concrete		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Exterior Walls Concrete Block		Fuel Electric/Gas		<input type="checkbox"/> Porch None		<input type="checkbox"/> Garage # of Cars		
Design (Style) Ranch		Roof Surface CompShingle		<input checked="" type="checkbox"/> Central Air Conditioning		<input type="checkbox"/> Pool None		<input checked="" type="checkbox"/> Carport # of Cars 1		
Year Built 1962		Gutters & Downspouts Yes/Avg		<input type="checkbox"/> Individual		<input type="checkbox"/> Fence Chainlink		<input type="checkbox"/> Attached <input checked="" type="checkbox"/> Detached		
Effective Age (Yrs) 45		Window Type Unknown		<input type="checkbox"/> Other		<input type="checkbox"/> Other		<input type="checkbox"/> Built-in		
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)										
Finished area above grade contains: 4 Rooms 2 Bedrooms 1.1 Bath(s) 1,362 Square Feet of Gross Living Area Above Grade										
Additional features (special energy efficient items, etc.) None known.										
IMPROVEMENTS	Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.). See attached addenda.									
	Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
	If Yes, describe.									
	Based upon a limited observation from the street, the appraiser is not qualified to determine the soundness or structural integrity of the subject. A professional home inspector, engineer and /or termite inspector should be consulted for these concerns. See attached Page 3 of 6 - URAR									
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.										
A limited observation of the subject and the neighborhood infer that the subject generally conforms to the range of currently existing neighborhood characteristics.										

Exterior-Only Inspection Residential Appraisal Report

File #

There are 11 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 39,900 to \$ 89,500 .																
There are 8 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 21,299 to \$ 120,000 .																
FEATURE		SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3					
Address		6110 Clearwater Ave Pensacola, FL 32505			5414 Glass Dr Pensacola, FL 32505			912 Rock Creek Ave Pensacola, FL 32505			905 Lagoon Dr Pensacola, FL 32505					
Proximity to Subject					0.32 miles SE			0.19 miles S			0.12 miles W					
Sale Price		\$			\$ 38,400			\$ 65,000			\$ 78,000					
Sale Price/Gross Liv. Area		\$ sq.ft.			\$ 35.04 sq.ft.			\$ 53.63 sq.ft.			\$ 61.27 sq.ft.					
Data Source(s)					MLS#433046; DOM: 305			MLS#454052; DOM: 254			MLS#444696; DOM: 72					
Verification Source(s)					County Appraiser Website			County Appraiser Website			County Appraiser Website					
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment					
Sales or Financing Concessions					ArmsLgth Cash; 0			ArmsLgth Cash; 0			ArmsLgth Cash; 0					
Date of Sale/Time					08/08/2013 -1,556			02/23/2014 0			08/12/2013 -3,162					
Location		CrescentLake			CrescentLake			CrescentLake			CrescentLake					
Leasehold/Fee Simple		Fee Simple			Fee Simple			Fee Simple			Fee Simple					
Site		14,810 SF			9,148 SF			9,583 SF			7,841 SF					
View		Residential			Residential			Residential			Residential					
Design (Style)		Ranch			Traditional			Traditional			Ranch					
Quality of Construction		Average			Average			Average			Average					
Actual Age		52			57			55			50					
Condition		Average			Average			Good -5,000			Good -5,000					
Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths			
Room Count		4	2	1.1	6	3	1	+1,000	6	3	1	+1,000	6	4	2	-1,500
Gross Living Area		1,362 sq.ft.			1,096 sq.ft.			+9,310	1,212 sq.ft.			+5,250	1,273 sq.ft.			+3,115
Basement & Finished Rooms Below Grade		0sf			0sf				0sf				0sf			
Functional Utility		Adequate			Adequate				Adequate				Adequate			
Heating/Cooling		Window/Wall			Central H/A			-2,000	Window/wall				Central H/A			-2,000
Energy Efficient Items		Some Features			Some Features				Some Features				Some Features			
Garage/Carport		1 Car Carport			1 Car Carport				2 Car Carport			-1,000	1 Car Garage			-1,500
Porch/Patio/Deck		Screen Porch			ScnPrch,Deck				ScreenPorch				OpnPrchs			
Exterior features:		Ydblding,Fence			Ydblding,Fence				Ydblding,Fence				Ydblding,Fence			
Net Adjustment (Total)					⊗ + □ -			\$ 6,754	⊗ + □ -			\$ 250	□ + ⊗ -			\$ -10,047
Adjusted Sale Price of Comparables					Net Adj. 17.6 %				Net Adj. 0.4 %				Net Adj. 12.9 %			
					Gross Adj. 36.1 %			\$ 45,154	Gross Adj. 18.8 %			\$ 65,250	Gross Adj. 20.9 %			\$ 67,953
SALES COMPARISON APPROACH	I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain This information is limited to information contained in the county property appraiser's data base.															
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.															
	Data Source(s) County Property Appraisers Website															
	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.															
	Data Source(s) County Property Appraisers Website															
	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
	ITEM		SUBJECT			COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3				
	Date of Prior Sale/Transfer		05/13/2011						03/23/2012			01/04/2013				
	Price of Prior Sale/Transfer		10,000 (QC Deed)						\$100 (QC Deed)			\$28,000				
Data Source(s)		County Appraiser Website			County Appraiser Website			County Appraiser Website			County Appraiser Website					
Effective Date of Data Source(s)		07/23/2014			07/23/2014			07/21/2014			07/23/2014					
Analysis of prior sale or transfer history of the subject property and comparable sales The subjects and comparable sale two prior sale history was a quit claim deed. Comparable sale one has no prior sale history in the last 3 years and comparable sale three appears to have been bought, renovated, and re-sold.																
*Quit Claim deed is a legal instrument by which the owner of a piece of real property, called the grantor, transfers any interest to a recipient called the grantee. The owner terminates any right and claim to the property, thereby allowing claim to transfer to the grantee.																
Summary of Sales Comparison Approach The appraiser reconciled the final opinion of value of the subject within the adjusted and unadjusted ranges of the comparable sales used. Sales selection: extensive research was conducted in the market place for sales similar in style, size, location, and characteristics to the subject property. The sales selected by the appraiser were chosen for their similarity to the subject. Where necessary, appropriate adjustments have been made to the comparable sales. It is the appraisers opinion that the sales used are the best available. Together, the comparables cited describe the range of values for the subject property and support the various adjustments made. The subject condition rating is based on observation of the exterior with the extraordinary assumption that the interior condition is commensurate. See attached addenda for additional information.																
Indicated Value by Sales Comparison Approach \$ 64,000																
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 64,000 Cost Approach (if developed) \$ Income Approach (if developed) \$															
	Only the Sales Comparison and Cost Approaches were used. More weight is given the to the Sales Comparison Approach. The Cost Approach does not materially enhance the accuracy of the opinion of of value. The Income Approach is not used by the typical buyer in this market and is not used in this report.															
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: See attached addenda.															
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 64,000 , as of 07/23/2014 , which is the date of inspection and the effective date of this appraisal.																



Exterior-Only Inspection Residential Appraisal Report File #

ADDITIONAL COMMENTS

Limited Scope of Physical Observation of the Subject:  
This appraisal is based upon a limited observation only of the subject. NOT AN INSPECTION.The scope of data concerning the physical condition of the subject property is limited to a "walk through" and "walk around" observation of the subject and in some cases information revealed by others. A portion of the improvements may not be directly observable due to the location of personal property, equipment, wall & floor coverings and/or vegetation. Crawl spaces and/ or attic areas specifically have not been observed. The roof was observed from the ground only - portions of which may not be visible due to obstruction or height. The appraisal should not be construed as a home inspection, site survey, title search, structural or engineering inspection or WDO inspection (wood destroying organisms). Obvious defects, deficiencies, damages, inadequacies or significant deferred maintenance noted by the appraiser are addressed in the report. The mechanical, plumbing, electrical, structural systems are assumed to be free of defects and in adequate condition unless specifically noted otherwise in the report, but are not guaranteed by the appraiser. The appraisal makes no warranties or guarantees whatsoever concerning the physical condition of the subject.

Zoning - Limited Scope Analysis:  
Zoning typically involves the regulation of structure type, density, setbacks, height and many other aspects of site development and use. The scope of the analysis is limited to the conformity of the main structure to the uses permitted within the applicable zoning district. Zoning information is obtained from the county property appraisers website and is assumed to be correct.

Highest and Best Use of the Site:  
The subject site is physically suited for a residential dwelling. It is allowed under the current government regulations; it is a financially feasible use and will result in the highest value attributable to the subject site.

Site Comments:  
The flood zone designation is not a guarantee that the subject site or improvements will not experience flooding. Additionally, flood maps, flood zones, coastal barrier zones and minimum base slab or floor levels are subject to change without notice. It is recommended that a qualified surveyor verify the exact flood zone designation, site dimensions, site area, position of improvements and any easements on the site and verify that all of the improvements at the address shown are incorporated inside of the site described by the legal description.

FILLED IN TEXT ITEMS APPEARING THROUGHOUT ALL FORMS/PAGES OF THIS REPORT SUPERCEDE ANY PRE-PRINTED ITEMS IN WHICH THEY CONFLICT. SEE ATTACHED ADDENDA AND ALL EXHIBITS AS LISTED IN THE TABLE OF CONTENTS. THIS REPORT IS CONSIDERED INCOMPLETE WITHOUT THEM.

THIS APPRAISAL IS COMPLETED BASED ON THE EXTRAORDINARY ASSUMPTION THAT THE PROPERTY WAS NOT ADVERSELY IMPACTED BY ANY FLOODING FROM THE APRIL, 2014 EVENT. THE USE OF THIS ASSUMPTION MIGHT AFFECT THE ASSIGNMENT RESULTS.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)  
Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... =\$		
Source of cost data	DWELLING	Sq.Ft. @ \$	..... =\$
Quality rating from cost service	Effective date of cost data	Sq.Ft. @ \$	..... =\$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	..... =\$		
	Garage/Carport	Sq.Ft. @ \$	..... =\$
	Total Estimate of Cost-New ..... =\$		
	Less Physical	Functional	External
	Depreciation		..... =\$( )
	Depreciated Cost of Improvements ..... =\$		
	"As-is" Value of Site Improvements ..... =\$		
Estimated Remaining Economic Life (HUD and VA only)	Years	INDICATED VALUE BY COST APPROACH ..... =\$	

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)  
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach  
Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)  
Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached  
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.  
Legal Name of Project  
Total number of phases Total number of units Total number of units sold  
Total number of units rented Total number of units for sale Data source(s)  
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion  
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)  
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.  
  
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.  
  
Describe common elements and recreational facilities.

Exterior-Only Inspection Residential Appraisal Report

File #

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Exterior-Only Inspection Residential Appraisal Report File #

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Exterior-Only Inspection Residential Appraisal Report File #

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]  
Name G. Daniel Green MAI, SRA  
Company Name G. Daniel Green & Associates, Inc.  
Company Address 103 Bay Bridge Dr, Gulf Breeze, FL 32561  
  
Telephone Number (850) 934-1797 x100  
Email Address appraisal@gdanielgreen.com  
Date of Signature and Report July 24, 2014  
Effective Date of Appraisal 07/23/2014  
State Certification # Cert Gen RZ836  
or State License # \_\_\_\_\_  
or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
State FL  
Expiration Date of Certification or License 11/30/2014  
ADDRESS OF PROPERTY APPRAISED  
6110 Clearwater Ave  
Pensacola, FL 32505  
  
APPRAISED VALUE OF SUBJECT PROPERTY \$ 64,000  
LENDER/CLIENT  
Name \_\_\_\_\_  
Company Name Escambia County  
Company Address 3363 W. Park Place, Pensacola, FL 32505  
Email Address \_\_\_\_\_

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

SUBJECT PROPERTY

☐ Did not inspect exterior of subject property  
☐ Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

Exterior-Only Inspection Residential Appraisal Report

File #

SALES COMPARISON APPROACH

SALE HISTORY

ANALYSIS / COMMENTS

FEATURE	SUBJECT			COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	6110 Clearwater Ave Pensacola, FL 32505			6201 E Shore Dr Pensacola, FL 32505								
Proximity to Subject				0.36 miles W								
Sale Price	\$			\$ 120,000			\$			\$		
Sale Price/Gross Liv. Area	\$ sq.ft.			\$ 85.96 sq.ft.			\$ sq.ft.			\$ sq.ft.		
Data Source(s)				MLS#454571; DOM: 130								
Verification Source(s)				County Appraiser Website								
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+(-) \$ Adjustment			DESCRIPTION		
Sales or Financing Concessions				ArmsLgth FHA; 0								
Date of Sale/Time				05/02/2014								
Location	CrescentLake			CLake/WtrFrnt			-30,000					
Leasehold/Fee Simple	Fee Simple			Fee Simple								
Site	14,810 SF			19,602 SF								
View	Residential			Lake/Residential			-10,000					
Design (Style)	Ranch			Ranch								
Quality of Construction	Average			Average								
Actual Age	52			49								
Condition	Average			Average								
Above Grade	Total	Bdrms.	Baths	Total	Bdrms.	Baths		Total	Bdrms.	Baths		
Room Count	4	2	1.1	6	3	2	-1,500					
Gross Living Area	1,362 sq.ft.			1,396 sq.ft.			-1,190	sq.ft.			sq.ft.	
Basement & Finished Rooms Below Grade	0sf			0sf								
Functional Utility	Adequate			Adequate								
Heating/Cooling	Window/Wall			Central H/A			-2,000					
Energy Efficient Items	Some Features			Some Features								
Garage/Carport	1 Car Carport			1 Car Carport								
Porch/Patio/Deck	Screen Porch			ScnPrch,Prch								
Exterior features:	Ydblding,Fence			Dock			+1,500					
Net Adjustment (Total)				<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -43,190	<input type="checkbox"/> + <input type="checkbox"/> -			\$	
Adjusted Sale Price of Comparables				Net Adj. 36.0 % Gross Adj. 38.5 %			\$ 76,810	Net Adj. % Gross Adj. %			\$	

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer	05/13/2011			
Price of Prior Sale/Transfer	10,000 (QC Deed)			
Data Source(s)	County Appraiser Website	County Appraiser Website		
Effective Date of Data Source(s)	07/23/2014	07/23/2014		

Analysis of prior sale or transfer history of the subject property and comparable sales      Comparable sale four has no prior sale history in the last 3 years.

Analysis/Comments





Market Conditions Addendum to the Appraisal Report

File No.

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	6110 Clearwater Ave	City	Pensacola	State	FL	ZIP Code	32505
Borrower	N/A						

**Instructions:** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	18	13	7	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	3.00	4.33	2.33	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Total # of Comparable Active Listings	18	17	34	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	6.0	3.9	14.6	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	28,149	27,000	32,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	62	70	28	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	31,900	38,950	44,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	112	157	63	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	100	94.12	90.74	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). The only seller concessions noted are relative to price reductions of existing speculative built homes. No significant market concessions are otherwise noted. It appears that the market is returning to a negated closing cost arrangement between both parties for the allowable fees that area change.						
Are foreclosure sales (REO sales) a factor in the market? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain (including the trends in listings and sales of foreclosed properties).						
There are foreclosures and short sales in the subjects market area. Of the 39 sales noted above, 20 are identified as either a short sale or foreclosure. Of the 34 active listings, 10 are identified as such. Many of these properties are reported to be in to average condition and have had reasonable market exposure. They appear to be competing with the conventional market and negatively impacting values.						
Cite data sources for above information. Pensacola MLS						
Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.						
The information above is based on attached properties within 1.5 mile radius of the subject, within 20% of the subjects size GLA and 10 years in age of the subject. This search included properties outside of the subjects "Subdivision". The median comparable days on market and comparable listings days on market only reflects the days of the current listings/sale. Often these properties are listed/expired/withdrawn several times before they finally sell. This information is therefore not as reliable as the days on market data provided in the report.						

CONDO/CO-OP PROJECTS

**If the subject is a unit in a condominium or cooperative project , complete the following:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Are foreclosure sales (REO sales) a factor in the project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.						
Summarize the above trends and address the impact on the subject unit and project.						

APPRaiser

Signature	Signature
Appraiser Name	Supervisory Appraiser Name
Company Name	Company Name
Company Address	Company Address
State License/Certification #	State License/Certification #
State	State
Email Address	Email Address

Freddie Mac Form 71 March 2009

Page 1 of 1

Fannie Mae Form 1004MC March 2009

Form 1004MC2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Supplemental Addendum

File No.

Client	Escambia County					
Property Address	6110 Clearwater Ave					
City	Pensacola	County	Escambia	State	FL	Zip Code 32505
Lender	Escambia County					

Additional Appraiser Certification

26. — Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work:

The scope of research preformed for this report was limited to an examination of similar improved property sales in the subject market area. Information of these properties was obtained through the local MLS system, county property appraisers office, appraisers files and often third party sources involved with the sale. The scope of data concerning the physical condition of the subject property is limited to a "walk through" and "walk around" observation of the subject and in some cases information revealed by others. Areas that are not readily accessible including the attic and crawl space (if any) or areas that are covered by personal property, carpet (etc) or vegetation have not been observed. The appraisal specifically is not a "home inspection", "site survey", "WDO inspection", or "engineering/structural inspection."

• Exterior-Only : Improvements - Condition of the Property

The subject is of average quality construction and average condition. There were no needed repairs noted during the inspection.This appraisal is based on a limited observation of the subject only from the street. It makes no guarantees or warranties concerning the physical condition of the subject. It is not a survey, termite inspection, home inspection or structural inspection of the subject. See page 3 of 6 - URAR

At the clients request, this is a drive by appraisal with an exterior observation from the street only. Based upon a limited observation from the street, the subject appears to be of average quality construction and average condition. It is assumed that the interior of the subject is of the same level of quality and maintenance that is shown on the exterior. Based on the exterior maintenance, it is assumed that the interior has not been updated and is in average condition. The number of bedrooms, number of bathrooms and interior features are unknown. The appraisal is therefore based on the extraordinary assumption tha the subject has two bedroom and one and a half bathroom and is in average condition but with no significant structural, mechanical, plumbing, or electrical needed repairs.

The appraisal is being completed under the extraordinary assumption that there is no flood damage from the flood evet that occurred in April 2014, and that elements related to functional,mechanical,structural, and electrical components are in reasonable condition relative to its age and general quality level. If this is proven to be inaccurate, then all opinions and conclusions within this valuation may be subject to change. The use of this assumption might affect the assignment results.

\*Extraordinary Assumptions are commonly used in the appraisal business. An extraordinary assumption is something that has a degree of uncertainty, but which you assume to be true for the purposes of rational analysis.

Sales Comparison Analysis:

All comparable sales are located within the subjects subdivision and are within 20% size GLA, constructed within 10 years from the subject, and sold with-in the last 12 months. Comparables sales one and three required a 0.04% time adjustment as reflected in the attached graph of all relevant transactions in Escambia County from 06/13-06/14.

From research conducted on sales and listings in the subjects subdivision, it appears that a lot of renovating and updating is taking place. The size GLA on the property tax cards for base area differs from what the listings agents are reporting on MLS for Approx SF. Its hard to confirm without speaking to an agent or actually going inside the property weather or not some of the additional base simi-unfinished space on the property tax cards, which the realtors are adding into the Approx SF on MLS, can be truly considered gross living area or not. Therefore a lot of these properties that appear to be similar in size GLA are not. This means some of the data reported at the top of pg. 2 in the URAR and in the Market Conditions addenda on current listings and sales with in the last twelve months is not completely accurate or reliable.

Comparable sale one is smaller is size GLA, but similar in age, condition, and exterior features. This sale required a positive adjustment for lacking a half bath.

Comparable sale two is also smaller in size GLA. Updates for this sale include new roof, new appliances, and new bathroom fixtures with in the last 5 years per MLS sheet.This sale required an negative adjustment for updates the subject lacked, along with an additional carport space. Otherwise this subject is similar in age, location, and is with in 20% size GLA from the subject.

Comparable sale three is smaller in size GLA from the subject. Per property records this residence has 1043 base SF, and 230 base simi-finished SF. Per phone conversation on 07/23/2014 with the listing agent Robert Frassetti, this home was renovated one year ago and the base simi-finished area was converted in a master bedroom, with full bath and closet and is now considered gross living area. This was also verified by MLS photos. Additional updates for this comparable are new kitchen cabinets and counters, new stainless steel Kenmore appliances, fixtures, and lighting. Therefore this sale also required a negative condition adjustment and bath adjustment. This sale had a one car garage which is superior to the subject and therefore required a negative adjustment.

Comparable sale four was used to bracket the subjects size GLA. This comparable was very similar in size GLA and was a recent sale, however this lot is superior in location and view because it is a lake front lot with a lake view. This comparable required an adjustment for an additional bathroom which the subject lacks.

Adjustments for all sales exceeded guidelines for line, net, and/or gross adjustments. This was unavoidable due to the lack of sales that are similar to the subject in condition, size GLA, site value, and features.

Professional Assistance:

Robin Mickelson, State Licensed Trainee Appraiser #R123938 (Supervisor: G. Daniel Green, MAI, SRA St. Cert. Gen. REA #RZ836) is the only individual that has provided real property appraisal assistance to the person signing the certification.

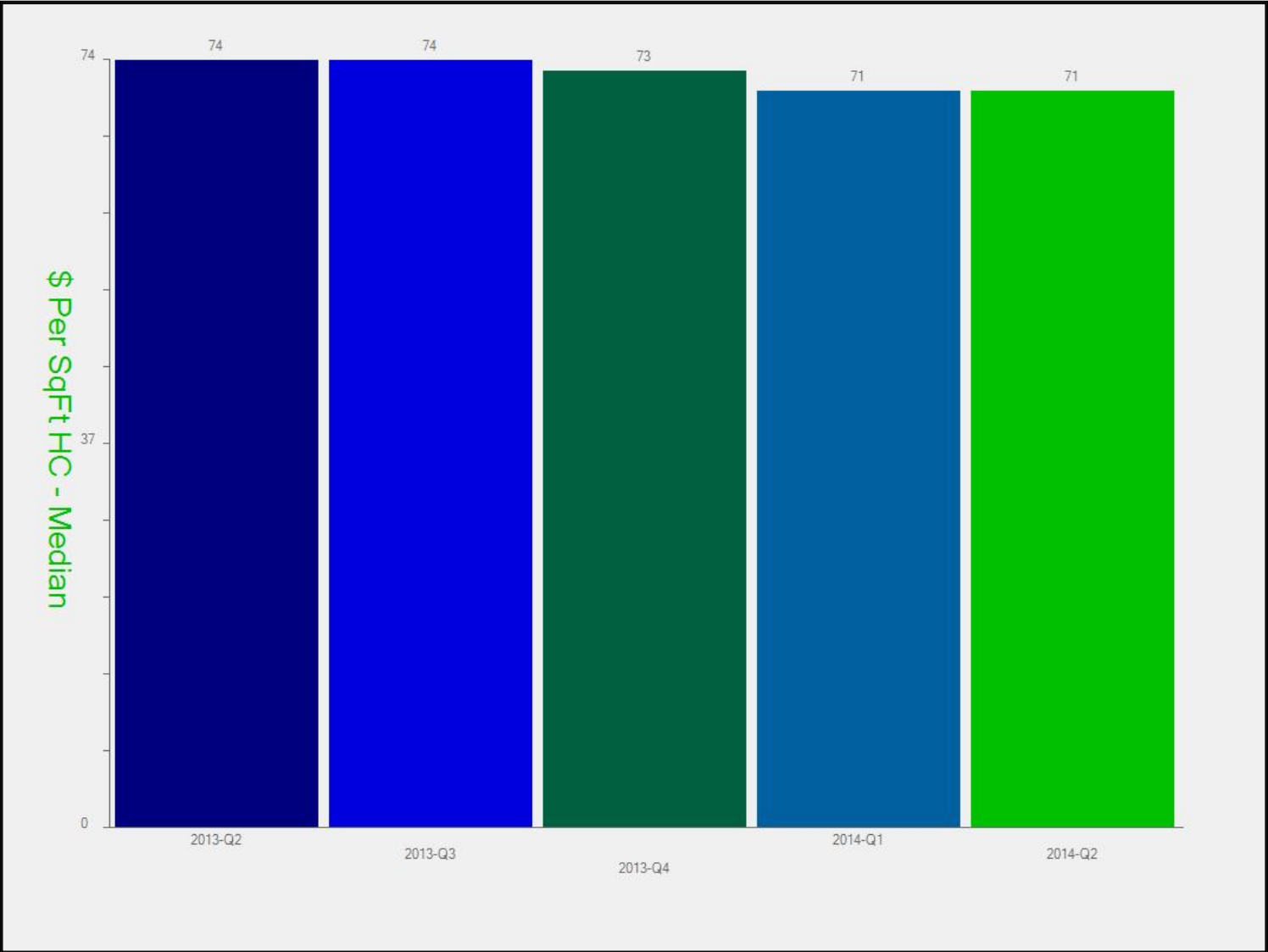
Digital Pictures:

The digital pictures provided with this appraisal were not altered from their condition as of the date of inspection. The digital pictures included in the appraisal accurately reflect each of the identified properties as viewed by the appraiser.

Supplemental Addendum

File No.

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County				





Subject Photograph Addendum

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County				



Subject Front

Comments:



Subject Right Side

Comments:



Subject Front

Comments:



Subject Street View

Comments:



Comparable Photo Page

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32505
Lender	Escambia County				



Comparable 1

5414 Glass Dr	
Prox. to Subject	0.32 miles SE
Sales Price	38,400
Gross Living Area	1,096
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1
Location	CrescentLake
View	Residential
Site	9,148 SF
Quality	Average
Age	57
Photo taken from PAR	



Comparable 2

912 Rock Creek Ave	
Prox. to Subject	0.19 miles S
Sales Price	65,000
Gross Living Area	1,212
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1
Location	CrescentLake
View	Residential
Site	9,583 SF
Quality	Average
Age	55
Photo taken from PAR	



Comparable 3

905 Lagoon Dr	
Prox. to Subject	0.12 miles W
Sales Price	78,000
Gross Living Area	1,273
Total Rooms	6
Total Bedrooms	4
Total Bathrooms	2
Location	CrescentLake
View	Residential
Site	7,841 SF
Quality	Average
Age	50
Photo taken from PAR	

Comparable Photo Page

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL      Zip Code    32505
Lender	Escambia County				



Comparable 4

6201 E Shore Dr	
Prox. to Subject	0.36 miles W
Sales Price	120,000
Gross Living Area	1,396
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	CLake/WtrFrnt
View	Lake/Residential
Site	19,602 SF
Quality	Average
Age	49

Comparable 5

Prox. to Subject	
Sales Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Comparable 6

Prox. to Subject	
Sales Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Listing Photo Page

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL      Zip Code 32505
Lender	Escambia County				



Listing 1

928 Clearview Ave  
Proximity to Subject 0.35 miles SW  
List Price 73,500  
Days on Market 371  
Gross Living Area 1,364  
Total Rooms 6  
Total Bedrooms 4  
Total Bathrooms 2  
Age 54

Photo taken from PAR

Listing 2

Proximity to Subject  
List Price  
Days on Market  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Age

Listing 3

Proximity to Subject  
List Price  
Days on Market  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Age



Account Number	Tax Type	Tax Year			
04-1518-000	REAL ESTATE	2013			
<div> <div>Mailing Address</div> <div>DANDRY MARNIE LAND 6110 CLEARWATER AVE PENSACOLA FL 32505</div> </div> <div> <div>Property Address</div> <div>6110 CLEARWATER AVE</div> </div> <div> <div>GEO Number</div> <div>441S30-1000-022-009</div> </div>					
Exempt Amount	Taxable Value				
See Below	See Below				
<div> <div>Exemption Detail</div> <div>HB 9565 HX 25000</div> </div> <div> <div>Millage Code</div> <div>06</div> </div> <div> <div>Escrow Code</div> <div></div> </div>					
<div>Legal Description (click for full description)</div> <div>441S30-1000-022-009 6110 CLEARWATER AVE LT 22 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 6748 P 1566</div>					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	59,565	34,565	\$25,000	\$165.41
PUBLIC SCHOOLS					
By Local Board	2.2480	59,565	25,000	\$34,565	\$77.70
By State Law	5.3090	59,565	25,000	\$34,565	\$183.51
SHERIFF	0.6850	59,565	34,565	\$25,000	\$17.13
M.S.T.U. LIBRARY	0.3590	59,565	34,565	\$25,000	\$8.98
WATER MANAGEMENT	0.0400	59,565	34,565	\$25,000	\$1.00
Total Millage		15.2575	Total Taxes		\$453.73
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NCL	CRESCENT LAKE STREET LIGHTING	\$40.14			
NFP	FIRE - 595-4960	\$85.00			
Total Assessments					\$125.14
Taxes & Assessments					\$578.87
If Paid By					Amount Due
					\$0.00
Date Paid	Transaction	Receipt	Item	Amount Paid	
5/15/2014	PAYMENT	103722.0001	2013	\$609.24	



Building Sketch

Client	Escambia County			
Property Address	6110 Clearwater Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County			

This sketch is obtained from the Escambia County Property Appraisers website. The appraiser did not measure.

Buildings

Building 1 - Address:6110 CLEARWATER AVE, Year Built: 1962, Effective Year: 1962

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1.00  
EXTERIOR WALL-SIDING-SHT.AVG.  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-CARPET  
FLOOR COVER-ASPHALT TILE  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
INTERIOR WALL-PANEL-PLYWOOD  
NO. PLUMBING FIXTURES-5.00  
NO. STORIES-1.00  
ROOF COVER-ROLLED ROOFING  
ROOF FRAMING-GABLE  
STRUCTURAL FRAME-WOOD FRAME

Areas - 1760 Total SF

BASE AREA - 1362  
SCRN PORCH FIN - 288  
UTILITY UNF - 110

Floor plan diagram showing dimensions and area labels. The main rectangle is 40x38. A smaller section is 16x18. A utility area is 5x5. Labels include BAS, SPF, and T12.



## Location Map

Client	Escambia County					
Property Address	6110 Clearwater Ave					
City	Pensacola	County	Escambia	State	FL	Zip Code 32505
Lender	Escambia County					





Subject Location Map

Client	Escambia County			
Property Address	6110 Clearwater Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County			





General Location map

Client	Escambia County			
Property Address	6110 Clearwater Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County			

The subject property is outlined in red





Plat Map

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County				

The subject property is outlined in red

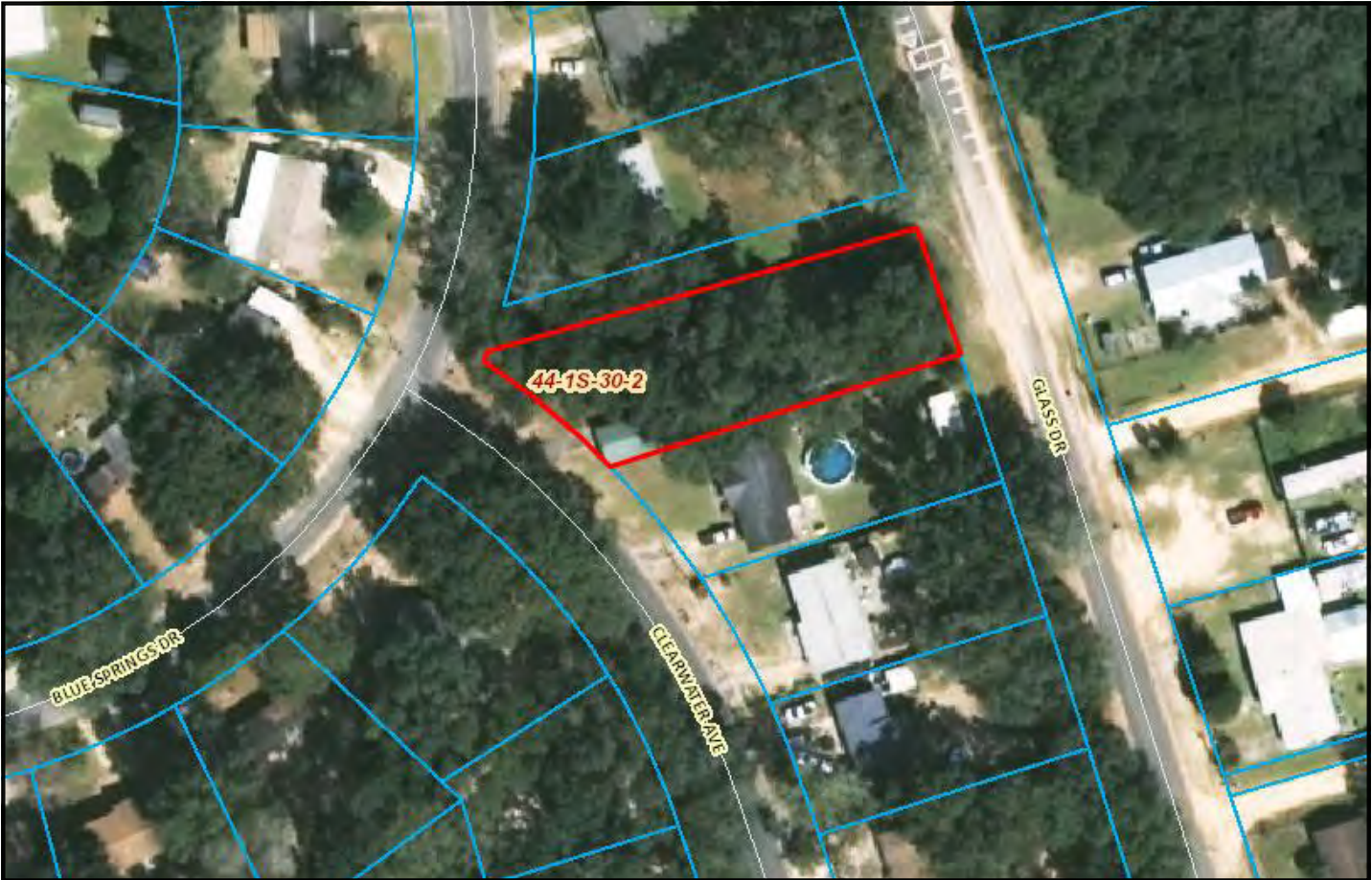




Aerial Map

Client	Escambia County				
Property Address	6110 Clearwater Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32505
Lender	Escambia County				

The subject parcel is outlined in red





Flood Map

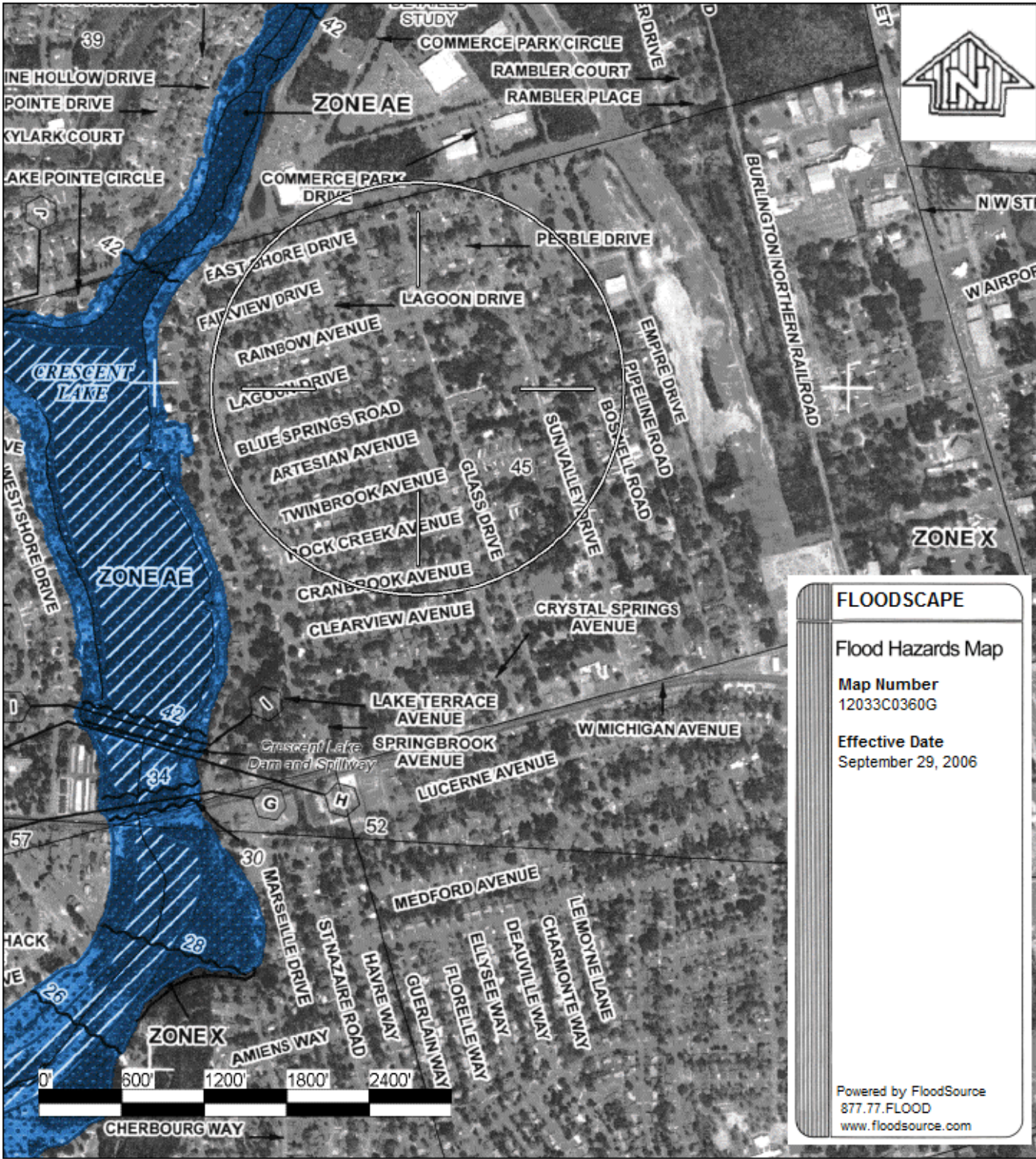
Client	Escambia County			
Property Address	6110 Clearwater Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32505
Lender	Escambia County			

InterFlood



www.interflood.com • 1-800-252-6633

**Prepared for:**  
Daniel Green & Associates, Inc.  
  
6110 Clearwater Ave  
Pensacola, FL 32505



**FIRREA / USPAP ADDENDUM**

Client	Escambia County	File No.
Property Address	6110 Clearwater Ave	
City	Pensacola	County Escambia State FL Zip Code 32505
Lender	Escambia County	
<b>Purpose</b>		
To determine Fair Market Value		
<b>Scope of Work</b>		
See attached addenda.		
<b>Intended Use / Intended User</b>		
Intended Use:	Determine fair market value	
Intended User(s):	The client noted below. No other users are identified.	
<b>History of Property</b>		
Current listing information: As per the local MLS, the subject has not been listed for sale. It is unknown if it has been offered privately		
Prior sale: Prior sale of subject was on 05/16/2011 for \$10,000. This sale was a quit claim deed per Escambia County Property Appraiser Website.		
<b>Exposure Time / Marketing Time</b>		
The estimated market value shown in this report assumes an exposure and marketing time equal to marketing time with typical terms of sale & competent marketing efforts.		
<b>Personal (non-realty) Transfers</b>		
None		
<b>Additional Comments</b>		
Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, new sales, or other media without the written consent of the and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.		
The estimated opinion of value within the report is considered reliable within the context, scope and limitations of this report. The individual adjustments, line items and estimates shown in this appraisal report are used solely to arrive at the opinion of value. Use of them individually or out of context of this report is inappropriate and unreliable. The user/client is specifically instructed not to do so. Additionally, all of the exhibits and data included in this report and identified on the "Table of Contents" page comprise the complete appraisal report. The deletion of any exhibit and/or data will render the remainder unreliable and misleading. The user/client is specifically instructed not to do so. Any application of such data taken out of context will render all opinions and conclusions null and void.		
<b>Certification Supplement</b>		
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.		
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p>Appraiser: <u>G. Daniel Green MAI SRA</u></p> <p>Signed Date: <u>July 24, 2014</u></p> <p>Certification or License #: <u>Cert Gen RZ836</u></p> <p>Certification or License State: <u>FL</u> Expires: <u>11/30/2014</u></p> <p>Effective Date of Appraisal: <u>07/23/2014</u></p> </div> <div style="width: 45%;"> <p>Supervisory Appraiser: _____</p> <p>Signed Date: _____</p> <p>Certification or License #: _____</p> <p>Certification or License State: _____ Expires: _____</p> <p>Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior</p> </div> </div>		

Client	Escambia County	File No.
Property Address	6110 Clearwater Ave	
City	Pensacola	County Escambia State FL Zip Code 32505
Lender	Escambia County	

## APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

## Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

## Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

This report contains an electronic signature(s) affixed by the appraiser(s). This advanced technology has been authorized by the Appraisal Standards Board of the Appraisal Foundation as compliant under specific reporting guidelines of USPAP. The process not only acknowledges the authenticity of a printed paper copy of the report but also the file in its state of electronic storage. Any attempts to modify the report in any manner will automatically and permanently remove all signatures.

### APPRAISER:

Signature:   
Name: G. Daniel Green MAI, SRA

State Certification #: Cert Gen RZ836

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2014

Date of Signature and Report: July 24, 2014

Effective Date of Appraisal: 07/23/2014

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 07/23/2014

### SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_





## Chris Jones Escambia County Property Appraiser

[ECPA Home](#)
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

[Navigate Mode](#)
☒ Account
 ☐ Reference

[Printer Friendly Version](#)


<b>General Information</b> <b>Reference:</b> 441S301000022009 <b>Account:</b> 041518000 <b>Owners:</b> DANDRY MARNIE LAND <b>Mail:</b> 6110 CLEARWATER AVE PENSACOLA, FL 32505 <b>Situs:</b> 6110 CLEARWATER AVE 32505 <b>Use Code:</b> SINGLE FAMILY RESID <a href="#">P</a> <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	<b>2013 Certified Roll Assessment</b> <b>Improvements:</b> \$40,565 <b>Land:</b> \$19,000 <hr/> <b>Total:</b> \$59,565 <a href="#">Save Our Homes:</a> \$59,565  <a href="#">Disclaimer</a>  <a href="#">Amendment 1/Portability Calculations</a>																																				
<b>Sales Data</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>05/16/2011</td> <td>6748</td> <td>1566</td> <td>\$10,000</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>03/1992</td> <td>3155</td> <td>256</td> <td>\$42,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>03/1982</td> <td>1639</td> <td>5</td> <td>\$39,900</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>10/1980</td> <td>1486</td> <td>27</td> <td>\$32,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1967</td> <td>344</td> <td>632</td> <td>\$12,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	05/16/2011	6748	1566	\$10,000	QC	<a href="#">View Instr</a>	03/1992	3155	256	\$42,500	WD	<a href="#">View Instr</a>	03/1982	1639	5	\$39,900	WD	<a href="#">View Instr</a>	10/1980	1486	27	\$32,000	WD	<a href="#">View Instr</a>	01/1967	344	632	\$12,000	WD	<a href="#">View Instr</a>	<b>2013 Certified Roll Exemptions</b> HOMESTEAD EXEMPTION  <b>Legal Description</b> LT 22 BLK 9 CRESCENT LAKE S/D UNIT NO 4 PB 5 P 59 OR 6748 P 1566  <b>Extra Features</b> CARPORT UTILITY BLDG
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
05/16/2011	6748	1566	\$10,000	QC	<a href="#">View Instr</a>																																
03/1992	3155	256	\$42,500	WD	<a href="#">View Instr</a>																																
03/1982	1639	5	\$39,900	WD	<a href="#">View Instr</a>																																
10/1980	1486	27	\$32,000	WD	<a href="#">View Instr</a>																																
01/1967	344	632	\$12,000	WD	<a href="#">View Instr</a>																																

**Parcel Information**  
**Section Map Id:**  
[44-1S-30-2](#)  
**Approx. Acreage:**  
 0.3400  
**Zoned:** [P](#)  
 R-2  
**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)

<b>Buildings</b> Building 1 - Address: 6110 CLEARWATER AVE, Year Built: 1962, Effective Year: 1962	
<b>Structural Elements</b> DECOR/MILLWORK-AVERAGE DWELLING UNITS-1.00 EXTERIOR WALL-CONCRETE BLOCK EXTERIOR WALL-SIDING-SHT.AVG. FLOOR COVER-CARPET FLOOR COVER-ASPHALT TILE FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER INTERIOR WALL-PANEL-PLYWOOD NO. PLUMBING FIXTURES-5.00 NO. STORIES-1.00 ROOF COVER-ROLLED ROOFING ROOF FRAMING-GABLE STRUCTURAL FRAME-WOOD FRAME	



	Areas - 1760 Total SF
<b>BASE AREA - 1362</b>	
<b>SCRN PORCH FIN - 288</b>	
<b>UTILITY UNF - 110</b>	

Images

None

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

Last Updated: 07/14/2014 (tc.4220)



**PROPOSED ACQUISITION OF PROPERTY (WITH HOUSE) @ 6110 CLEARWATER AVENUE IN CRESCENT LAKE , UNIT 4, SUBDIVISION  
OWNER: MARNIE DANDRY**



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 08/11/14 DISTRICT 3



**DANDRY PROPERTY @ 6110 CLEARWATER AVENUE  
APPROXIMATELY 0.34 ACRES (WITH HOUSE)  
PARCEL REFERENCE NUMBER: 44-1S-30=1000-022-009  
ACCOUNT # 041518000**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6517**

**County Administrator's Report 11. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** County's Acceptance of Property from Florida Department of Transportation (FDOT)

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the County's Acceptance of Property Located on West Herman Street and on State Road 10 (US 90) from the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of property for retention pond purposes on West Herman Street, and property for a boat ramp project on State Road 10 (US 90), from the Florida Department of Transportation (FDOT):

A. Accept the transfer of real property from FDOT for retention pond purposes on West Herman Street;

B. Accept the transfer of real property from FDOT for a boat ramp project on State Road 10 (US 90);

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

D. Authorize the Chairman or Vice Chairman to sign any documents, subject to Legal review and sign-off, necessary to complete the acceptance of these properties.

[Funding: Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's Office]

#### **BACKGROUND:**

The County has a project in design to make road and drainage improvement in the West Herman Street and North Pace Boulevard area. The County owns a portion of an existing retention pond located off West Herman Street near the intersection of West Herman Street and North Pace Boulevard. The existing pond area was an old FDOT borrow pit, of which FDOT still owns a portion. The FDOT portion is approximately 3.18 acres. Because the design for this project indicates the need for additional stormwater capacity in this area, at the County's request, FDOT has agreed to convey this property to the County and have provided a Public

Purpose Quit Claim deed to convey this parcel.

The County also recently acquired property on State Road 10 (US 90), at Perdido River for a public boat ramp project. After acquiring the property, it was discovered that FDOT actually owned more right-of-way on State Road 10 (US 90), than previously determined. At the County's request, FDOT has agreed to convey to the County the portion of the State Road 10 (US 90), right-of-way (approximately 0.18 acres) abutting the recently acquired County property. FDOT has provided a Public Purpose Quit Claim deed to convey this property.

Board acceptance is required for the conveyance of these properties to the County.

**BUDGETARY IMPACT:**

Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Public Purpose Quit Claim deeds will be reviewed and approved by the County Attorney's Office prior to recording.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County staff will maintain compliance with Section 46-139 of the County Codes.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Public Purpose Quit Claim deeds will be recorded in the public records, with copies provided to FDOT.

---

**Attachments**

Hwy 90 map

W Herman st map

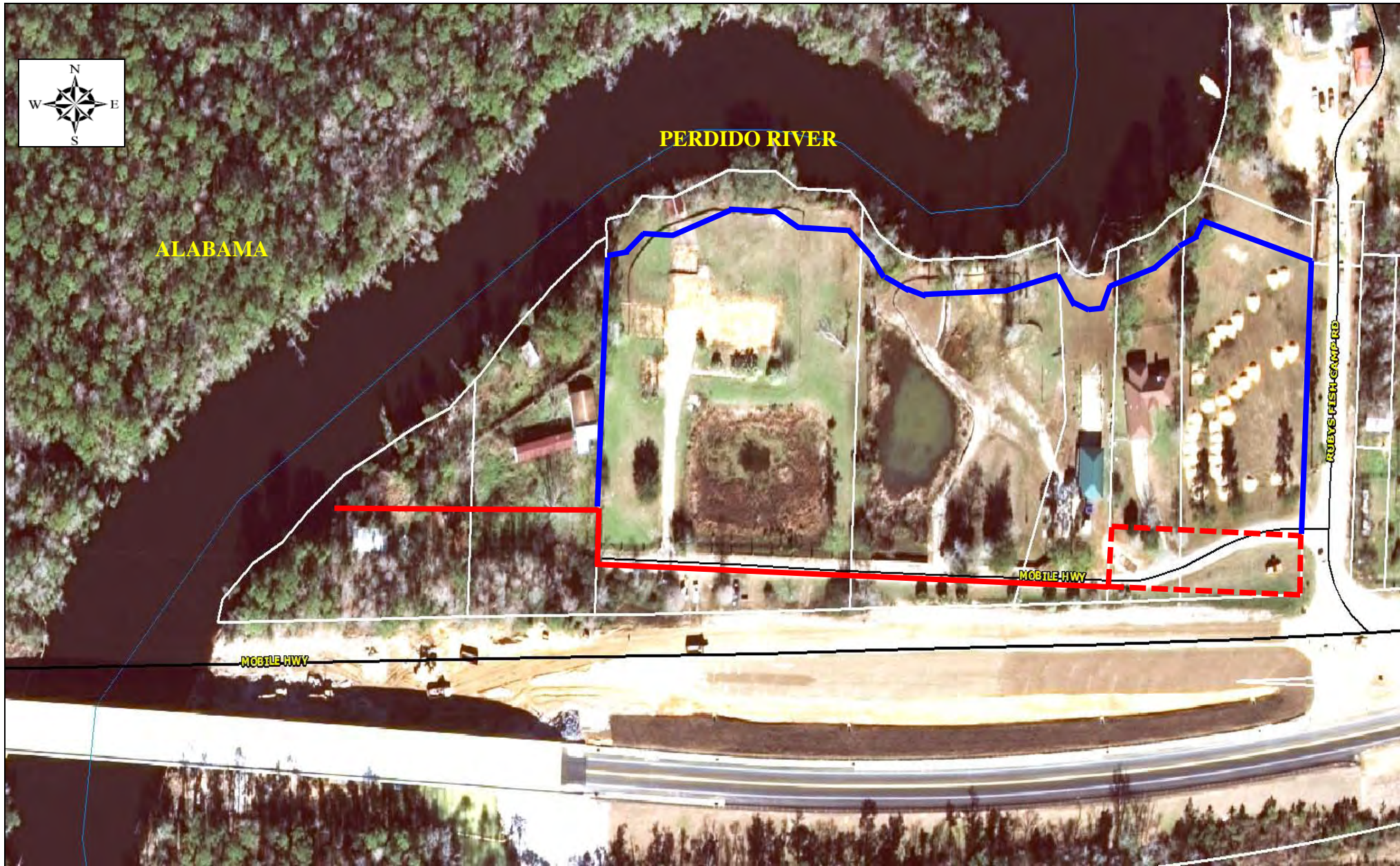
W Herman Deed

Hwy 90 Deed

---



FDOT PROPERTY / US 90 (MOBILE HIGHWAY)



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 07/12/14 DISTRICT 4



# FDOT PROPERTY / HERMAN ST. DRAINAGE PROJECT



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 06/15/12 DISTRICT 3



**HERMAN ST. / PARCEL: 08-2S-30-3001-001-001 / ACCOUNT # 051841000  
APPROX. 3.18 ACRES**



Prepared under the direction of:  
Office of the General Counsel  
Everett Jones, Assistant General Counsel  
Florida Department of Transportation  
P. O. Box 607  
Chipley, Florida 32428



COUNTY: Escambia  
PROJECT: 4805-104  
STATE ROAD: 292  
PARCEL NO.: N/A

**PUBLIC PURPOSE QUITCLAIM DEED**

THIS INDENTURE, made this 27<sup>th</sup> day of May, 2014, by and between the **STATE OF FLORIDA**, by and through the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Highway 90, Chipley, Florida 32428, as the Party of the First Part and the **BOARD OF COUNTY COMMISSIONERS**, whose address is 221 Palafox Place, Pensacola, Florida 32402, as the Party of the Second part.

**WITNESSETH**

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the Secretary of the Department on September 4, 2013, has approved conveyance to the Grantee without consideration, to be used solely for public purposes, pursuant to the provisions of Section 337.25 (3), Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described below:

DESCRIPTION OF PROPERTY TO BE QUIT-CLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Being a portion of SRD No. 60 and all of SRD No. 64, Section No. 4805-104)

"DRAIN RIGHT (EAST) STATION 419 + 01.9

That part of:

Lot 3, Brainerd and McIntyre's Subdivision of Section 8, Township 2 South, Range 30 West, described as follows: Begin at the point of intersection of the West boundary of said Lot 3 and the South boundary of Frisco R.R. R/W (South boundary of Fourth Street); thence run South 17°26' East along the West boundary of said Lot 3 a distance of 555.7 feet to the Southwest corner of said Lot 3; thence run South 88°23' East along the South boundary of said Lot 3 a distance 548 feet; thence run North 40°14' West 388.5 feet; thence run South 85°30' West 348.52 feet; thence run North 17°26' West along a line 30 feet Easterly from and parallel to the West boundary of said Lot 3 a distance of 298.91 feet to the South boundary of Frisco R.R. R/W; thence run North 88°23' West along said South boundary 31.74 feet to the Point of Beginning;" LESS AND EXCEPT: that certain property as described in Deed Book 420, Page 125 of the Public Records of Escambia County, Florida;

ALSO:

"A parcel of land in Lot 3, Brainerd and McIntyre Subdivision of Section 8, Township 2 South, Range 30 West, described as follows: Commence at the intersection of the South Right of Way line of Fourth Street and the West boundary of said Lot 3; thence run South 17°26' East, 300.70 feet, along said West boundary of Lot 3; thence North 85°30' East, 30.78 feet, to the POINT OF BEGINNING; thence continue North 85°30' East, 348.52 feet; thence North 1°37' East, 239.24 feet; thence North 88°19' West, 441.11 feet; thence South 17°26' East, 302.48 feet, to the POINT OF BEGINNING;"

SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE.



COUNTY: Escambia  
PROJECT: 4805-104  
STATE ROAD: 292  
PARCEL NO.: N/A

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party (parties) of the Second Part.

REVERTER: The property herein described is to be used for public purpose only. If property ceases to be used for this purpose, all property rights shall revert back to the said party of the first part. Redesign of the Herman Street pit must reserve capacity for 4 ac-ft volume for future use by the Florida Department of Transportation for roadway drainage. Escambia County will provide the Florida Department of Transportation with a copy of the pit redesign for review and concurrence prior to construction.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these present to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Three and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed and sealed  
in our presence

Barbie Pettis  
Witness  
Print Name: Barbie Pettis

Vicky L Williams  
Witness  
Print Name: Vicky L Williams

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

BY: James T. Barfield  
James T. Barfield, P.E.  
District Secretary  
District Three

ATTEST: Krissy Cook  
Krissy Cook  
Executive Secretary

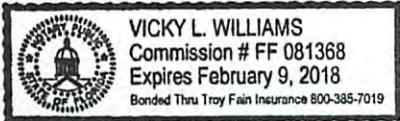
STATE OF FLORIDA  
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, James T. Barfield, P.E. District Secretary, District Three and Krissy Cook Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 27<sup>th</sup> day of May, 2014.

(NOTARIAL SEAL)

Vicky L Williams  
Vicky L. Williams  
Notary Public in and for the  
County and State last aforesaid  
My commission expires 02/09/2018  
Commission # FF081368





Prepared under the direction of:  
Office of the General Counsel  
Everett Jones, Assistant General Counsel  
Florida Department of Transportation  
P. O. Box 607  
Chipley, Florida 32428

COUNTY: Escambia  
PROJECT: 4111181  
SECTION: 4802-879  
STATE ROAD: 10 (US 90)  
PARCEL NO.: N/A

### **PUBLIC PURPOSE QUITCLAIM DEED**

THIS INDENTURE, made this 27<sup>th</sup> day of May, 2014, by and between the **STATE OF FLORIDA**, by and through the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Highway 90, Chipley, Florida 32428, as the Party of the First Part and the **BOARD OF COUNTY COMMISSIONERS**, whose address is 221 Palafox Place, Pensacola, Florida 32502, as the Party of the Second part.

### **WITNESSETH**

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the Secretary of the Department on January 26, 2009, has approved conveyance to the Grantee without consideration, to be used solely for public purposes, pursuant to the provisions of Section 337.25 (3), Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described below:

### **DESCRIPTION OF PROPERTY TO BE QUIT CLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Being a part of SRD 1, Section No. 4802-879).**

A parcel of land being in Government Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida described as follows: Commence at a nail in 2 inch post (submerged) marking the southeast corner of said Section 10; thence North 87°38'54" West 4,357.10 feet along the south line of said Section 10 to the centerline of survey of State Road 10 (US 90), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4111181 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 88°56'16" East 547.08 feet along said centerline of survey; thence departing said centerline, run North 01°03'44" West 77.02 feet to the easterly line of that certain property as described in Official Records Book 6969, Page 1292 of the Public Records of Escambia County, Florida and POINT OF BEGINNING; thence departing said easterly property line, run South 89°17'25" East 109.98 feet; thence North 00°42'35" East 82.74 feet to the existing northerly right of way line of said State Road 10, as shown on said Right of Way Map; thence North 88°03'39" West 81.96 feet along said right of way line to said easterly property line as per Official Records Book 6969, Page 1292; thence South 19°04'00" West 89.03 feet along said easterly property line to POINT OF BEGINNING;

Containing 8,037 square feet, more or less.

SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE.



COUNTY: Escambia  
PROJECT: 4111181  
SECTION: 4802-879  
STATE ROAD: 10 (US 90)  
PARCEL NO.: N/A

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party (parties) of the Second Part.

REVERTER: The property herein described is to be used for public purpose only. If property ceases to be used for this purpose, all property rights shall revert back to the said party of the first part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assume

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these present to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Three and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed and sealed  
in our presence



Witness

Print Name: Barbie Pettis



Witness

Print Name: Vicky L. Williams

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

BY: 

James T. Barfield, P.E.  
District Secretary  
District Three

ATTEST: 

Krissy Cook  
Executive Secretary

STATE OF FLORIDA  
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, James T. Barfield, P.E. District Secretary, District Three and Krissy Cook Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 27<sup>th</sup> day of May, 2014.

(NOTARIAL SEAL)



Vicky L. Williams

Notary Public in and for the

County and State last aforesaid

My commission expires 02/09/2018

Commission # FF051368





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6698

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Change Order to Utility Services Co., Inc. on Contract PD 12-13.037 "Myrtle Grove Athletic Park Improvements"

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

Organization: Public Works

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Utility Services Co., Inc., on Contract PD 12-13.037, "Myrtle Grove Athletic Park Improvements" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Utility Services Co., Inc., for the "Myrtle Grove Athletic Park Improvements":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$19,307.18
Vendor:	Utility Services Co., Inc.
Project Name:	"Myrtle Grove Athletic Park Improvements"
Contract:	PD 12-13.037
PO#:	131150
CO#:	6
Original Award Amount:	\$537,741.14
Cumulative Amount of Change Orders Through this CO:	\$71,419.77
New Contract Total:	\$609,160.91

[Funding Source: Fund 352, LOST III, Cost Center 350229, Object Code 56301, Project #12PR1842]

### **BACKGROUND:**

Meeting in regular session on June 10, 2013, the Board approved the Contract for the Myrtle Grove Athletic Park Improvements Project. The project consists of re-grading and paving the existing parking areas within the Myrtle Grove Athletic Park, extensive expansion of the existing stormwater treatment facilities to accommodate the improvements, and installing associated drainage structures throughout the site to route the stormwater.

The Myrtle Grove Athletic Park has been in existence more than 50 years. During that time many underground improvements have been installed through the years with inadequate records showing the location of the improvements. This has proven to be problematic throughout construction. Change Order #1, in the amount of \$27,106.06, was an additive change order to pay for items encountered sub-surface that were not anticipated. Changes included t-ball field light circuit relocation, softball field scoreboard circuit relocation, meter relocation, sub-surface concrete debris removal, and relocation of a fence. Change Order #2, in the amount of \$25,006.53, was an additive change order to pay for additional sub-surface conflicts and changes needed based upon surrounding public input. These changes included additional landscaping, irrigation additions and modifications, water main relocation, and lighting circuit replacement. Change Order #3, #4 and #5 were for time only.

Change Order #6 is an additive/deductive change order, in the amount of \$19,307.18, to close out the project. The additions included unforeseen sub-surface conflicts and other items needed to complete construction. These items include septic system relocation, t-ball concession area drainage modifications, additional curb, water line relocation, and temporary field/slope repairs.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352 "LOST III", Cost Center 350229, Object Code 56301, Project #12PR1842.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Change Order 6

Board Action 61013

Original PO 131150

Change Order 1

Change Order 2

Change Order 3

Change Order 4

Change Order 5

---



Myrtle Grove Athletic Park  
Contract PD 12-13.037  
Change Order #6  
Purchase Order 131150

Item No.	Quantity	Unit	Item Description	Unit Price	Total Price
1	1	Lump Sum	Septic System Relocation	\$ 4,955.00	\$ 4,955.00
2	1	Lump Sum	T-Ball Concession Area Drainage Modifications - Flexamat Flume, Concrete Curb and Toe Wall	\$ 4,243.00	\$ 4,243.00
3	1	Lump Sum	Additional T Ball Concession Area Curb	\$ 1,750.00	\$ 1,750.00
4	1	Lump Sum	Domestic Water Line Relocation - West Portion near Field "BB1"	\$ 2,383.00	\$ 2,383.00
5	1	Lump Sum	Temporary Field/Slope Repairs (March 29-April 30)	\$ 7,502.00	\$ 7,502.00
6	-1	Each	Deduct Adjust Ex FH & Valve	\$ (1,515.82)	\$ (1,515.82)
7	-1000	Cubic Yards	Deduct Unsuitable Materials	\$ (0.01)	\$ (10.00)
			Total Change Order	\$ -	\$ 19,307.18

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning approval of the Amendment to Miscellaneous Appropriations Agreement with Pensacola Bay Area Chamber of Commerce, Inc.:
  - A. Approving the Amendment to the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by \$1,587,995, for a total allocation of \$5,726,670, to be paid from the Tourist Promotion Fund, Fund 108, Cost Centers 360101 and 360105;
  - B. Authorizing the Chairman to sign the Amendment and all other necessary documents; and
  - C. Approving the necessary Change Order.
6. Awarding a Contract to Utility Service Co., Inc., for the Myrtle Grove Athletic Park Improvements, PD 12-13.037, in the amount of \$537,741.14 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 56301, Project #12PR1842).
7. Awarding a Contract to Wallace Sprinklers & Supply, Inc., in the amount of \$574,423.20, for Pensacola Beach Landscaping, PD 12-13.036 (Funding: Fund 167, "Bob Sikes Toll," Cost Center 140302, Object Code 53401 – \$500,000.00; Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #12EN2044 – \$74,423.20).
8. Authorizing the County to piggyback off of the GSA Contract #GS-07F-0421K, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order to Vicon Industries, Inc., in accordance with quotation #140354-6, PD 12-13.043, in the amount of \$99,954.04, for the purchase of a Security Camera System for the Escambia County Area Transit (Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401).

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

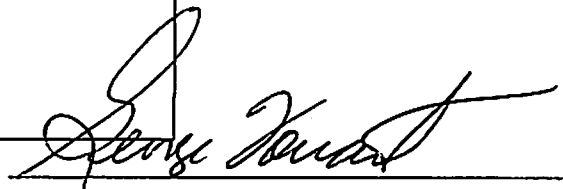
PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

211593  
 UTILITY SERVICE COMPANY INC  
 4326 GULF BREEZE PARKWAY  
 GULF BREEZE FL 32563

ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001268	REQ. DATE: 06/11/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CONTACT JEREMY KING AT 59	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	537741.1400	537,741.14
				PAGE TOTAL \$	537,741.14
				TOTAL \$	537,741.14
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	350229	56301	537,741.14	12PR1842	

APPROVED BY



## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
212 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

PURCHASE ORDER NO. 131150-1

CHANGE DATE: 09/23/13

PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

211593  
UTILITY SERVICE COMPANY INC  
4326 GULF BREEZE PARKWAY  
GULF BREEZE FL 32563

ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13		BUYER: JOSEPH PILLITARY		REQ. NO: 13001268		REQ. DATE: 06/11/13	
TERMS: NET 30 DAYS		F.O.B.		DESC: CHANGE ORDER - 1			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
			CO#1 additive CO as per attached.				
01	.00	LOT	CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013		27106.0600	27,106.06	

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01 360229	56301	27,106.06	12PR1842	TOTAL \$	27,106.06

APPROVED BY

Original Purchase Order

*Joseph Pillitary*  
*Senior Accountant*



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 131150-1****CHANGE DATE: 09/23/13**

I  
N  
V  
O  
I  
C  
E  
[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

V  
E  
N  
D  
O  
R  
[ 211593  
 UTILITY SERVICE COMPANY INC  
 4326 GULF BREEZE PARKWAY  
 GULF BREEZE FL 32563 ]

S  
H  
I  
P  
[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505 ]  
 T  
O  
[ ATTN: ROBIN LAMBERT ]

ORDER DATE: 06/12/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001268	REQ. DATE: 06/11/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	CO#1 additive CO as per attached. CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	27106.0600	27,106.06
				<b>PAGE TOTAL \$</b>	27,106.06
				<b>TOTAL \$</b>	27,106.06
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	350229	56301	27,106.06	12PR1842	

**APPROVED BY**

Original Purchase Order



JP

CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 211593  
Project Number: 12PR1842  
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: UTILITY SERVICES COMPANY, INC.  
P.O. Number: 131150 C.O. Number: 1  
P.D. Number: 12-13-037 Date: 09/12/13

Notes for Modifying the Scope of Award:

This Additive Change Order is to pay for unexpected expenses which have occurred during construction. Public input has required some of this changes while other items were encountered subsurface and not anticipated. The total additive change order is \$27,106.06. There is no additional time needed for these change order terms. CIP: Myrtle Grove Athletic Park

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1  
Deleting Dollars from Line Item No:

Quantity  
Adjustment:  
Adjustment:

Amount: \$27,106.06  
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Enc. Carried Forward/PO Total Dollars: \$537,741.14  
Net Dollars added or subtracted: \$27,106.06  
New Purchase Order Total Dollars: \$564,847.20  
Previous Contract Total Dollars: \$537,741.14  
Net Dollars added or subtracted: \$27,106.06  
New Contract Total Dollars: \$564,847.20

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350229	56301	12PR1842	\$27,106.06	\$564,847.20

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Erwin Rancifer  
BCC, Inc. Public Works, Engineering  
email: erwin\_rancifer@myescambia.com  
CHUS  
2013.09.12 11:40:01 -0500

Ruben Lambert  
BCC, Inc. Public Works, Engineering  
email: ruben\_lambert@myescambia.com  
CHUS  
2013.09.12 11:23:08 -0500

Contract Administrator's Certification & Approval:

Office of Purchasing Review Age

Department Director:

County Administrator's Approval:

Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Escambia County BCC,  
ou=Public Works Department, email=jblackmon@myescambia.com,  
CHUS  
Date: 2013.09.20 10:13:46 -0500

Date:

Date:

Date: 9.23.13

Date:

Date:

20 SEP 20 PM 12 33

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-103-037

To: Utility Services, Inc.  
4326 Gulf Breeze Parkway  
Gulf Breeze, FL 32563

Date: September 12, 2013

Project Name: Myrtle Grove Athletic Park

Under our AGREEMENT dated 6/10/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**This Additive Change Order is to pay for unexpected expenses which has occurred during construction. Public input has required some of this changes while other items were encountered subsurface and not anticipated. The total additive change order is \$27,106.06. There is not additional time needed for these change order items.**

FOR THE Additive (Deductive) Sum of: Twenty-Seven Thousand One Hundred Six Dollars  
**And Six Cents. \$27,106.06**

Original Agreement Amount	:	\$ 537,741.14
Sum of Previous Changes	:	
This Change Order Add/(Subtract)	:	\$ 27,106.06
Present Agreement Amount	:	\$ 564,847.20

The time for completion shall increase by calendar days due to this change order. Accordingly, the Contract Time is two hundred ten (210) The final completion date is January 14, 2013.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: \_\_\_\_\_ 2013

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

By: \_\_\_\_\_  
Engineering Department

By: \_\_\_\_\_  
Owner, Escambia County, Florida

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Myrtle Grove Athletic Park  
Project ID: ENG1801  
Location: 89 N. 61st Avenue  
Project Manager: Jeremy King  
Date: 9/5/2013

Jay Jones 9/5/13  
Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This additive change order is to pay for unexpected expenses which have occurred during construction. Public Input has required some of these changes while other items were encountered subsurface and not anticipated. The total additive change order is \$27,106.06. There is no additional time needed for these change order items. Once this CO is approved, the total contract amount will be \$564,847.20.

PB 13/12SD

need add. pay  
Bnd.

Attached backup documentation  
RFF/NTP Start Date  
Time shall be increased/decreased by

1 page (s).  
or Upon Issuance of Notice to Proceed  
calendar days.

**Balance of CIP Project**

Funds for Original Construction Contract  
Funds for Construction CO#  
Contract PD

Contractor

Funds for Original Task Order  
Funds for Addendum #  
Task Order PD

Consultant

Funds for Original Work Order

Funds for Change Order #

Contract PD 10-11.065

Contractor

Utility Services Co. Inc.

\$ 27,106.06

Funds for Contingency

Consultant

Funds for Permit Fees

Agency

Funds for Land Purchases

Owner

Funds for Title Work

Contract PD

Company

Contractor

Funds for

**New Balance of CIP Project**

(27,106.06)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<u>Myrtle Grove AP 0618</u>	<u>27106.06</u>
To:	Fund	Project #	Project Name	Amount
			<u>sup</u>	<u>27106.06</u>

Transfer

County Engineer Signature

Transfer Date

Transfer Date

Posted to Expedition  
Date:



**MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS  
ADDITIVE WORK SUMMARY #1**

Item #	Description	Amount
1	T Ball Fields- Lighting Circuit Relocation	\$ 3,532.00
2	Softball Field (BB #5) Scoreboard Circuit Relocation	\$ 2,530.00
3	Pond #1 Water Line(s) , BFP, & Meter Relocation	\$ 6,415.31
4	Softball Field (BB #5) Fence Relocation for Pond Shift (Includes Reusing of the existing top rails and posts)	\$ 3,456.00
5	Lake Charlene Wooden Fence Addition	\$ 4,462.00
6	Concrete Debris Removal/Haul Off @ Pond #1 (Roughly 25 Loads)	\$ 3,806.25
7	Overflow Modification & Additional 18" RCP @ Pond #2W	\$ 2,904.50
		\$ 27,106.06

*Calculations  
verified  
9-5-13  
@ Rinkert*

CONSENT OF SURETY  
TO INCREASE BOND AMOUNT

Bond No. 929571620

PROJECT: Myrtle Grove Athletic Park Improvements, 99 N 61st Avenue, Pensacola, FL 32506  
(Name, Address)

TO: (Owner)  
Escambia County Board of County Commissioners  
223 Palafox Place  
Pensacola, FL 32597

Project No. PD 12-13.0037

CONTRACT FOR: Construction  
CONTRACT DATE:

Contractor: Utility Service Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated  
above, the (type the name of the surety)  
Western Surety Company, SURETY,

on bond of (type the name of the Contractor)

Utility Service Company, Inc., CONTRACTOR,

hereby approves the increase of the bond amount to the contractor as follows:

From: \$537,741.14

To: \$564,847.20

The Surety agrees that such increase in amount to the Contractor shall not relieve the Surety of any of its  
obligations to (type Owner's name)

Escambia County Board of County Commissioners, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

The Surety has hereunto set its hand this 9th day of September, 2013

Witness:

[Signature]

Western Surety Company  
(Surety)

BY:

[Signature]  
Dale Waldorf, Attorney-In-Fact  
& FL Licensed Resident Agent

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually**

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



WESTERN SURETY COMPANY

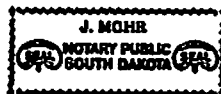
Paul T. Bruffat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 25th day of June, 2013, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of September 2013



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 131150**

INVOICE  
 PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiacounty.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

VENDOR  
 211593  
 UTILITY SERVICE COMPANY INC  
 4326 GULF BREEZE PARKWAY  
 GULF BREEZE FL 32563

SHIP TO  
 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001268		REQ. DATE: 06/11/13	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CONTACT JEREMY KING AT 59			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
01	1.00	LOT	CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	537741.1400	537,741.14		
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$		
01	350229	56301	537,741.14	12PR1842	TOTAL \$ 537,741.14		

**APPROVED BY**


Original Purchase Order

PURCHASE ORDER NO. 131150-2

CHANGE DATE: 11/22/13

## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V  
E  
N  
D  
O  
R  
211593  
UTILITY SERVICE COMPANY INC  
4326 GULF BREEZE PARKWAY  
GULF BREEZE FL 32563

S  
H  
I  
P  
T  
O  
ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13			BUYER: JOSEPH PILLITARY			REQ. NO.: 13001268		REQ. DATE: 06/11/13	
TERMS: NET 30 DAYS			F.O.B.:			DESC.: CHANGE ORDER - 2			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

01	.00	LOT	CO#2 as per attached. CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	25006.5300	25,006.53
----	-----	-----	--	------------	-----------

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	25,006.53
01	350229 56301	25,006.53	12PR1842	TOTAL \$	25,006.53

APPROVED BY



# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 2

Contract No. PD: 12-13-037

To: Utility Services, Inc.  
4326 Gulf Breeze Parkway  
Gulf Breeze, FL 32563

Date: November 13, 2013

Project Name: Myrtle Grove Athletic Park

Under our AGREEMENT dated 6/10/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

This Additive/Deductive Change Order is to pay for unexpected expenses which have occurred during construction. Public input has required some of these changes while other items were encountered subsurface and not anticipated. The total additive change order is \$25,006.53. There is no additional time needed for these change order items.  
CIP: Myrtle Grove Athletic Park

FOR THE Additive (Deductive) Sum of: Twenty Five Thousands Five Dollars and Sixty-Three Cents. \$25,006.53

Original Agreement Amount	\$	537,741.14
Sum of Previous Changes	\$	27,106.06
This Change Order Add/(Subtract)	\$	25,006.53
Present Agreement Amount	\$	589,853.73

The time for completion shall increase by (0) calendar days due to this change order. Accordingly, the Contract Time is two hundred ten (210) The final completion date is January 14, 2013.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☒ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: 2013

By: Chas R. R.

**SIGN HERE**

By: Joy D. Blackmon

Digitally signed by Joy D. Blackmon, Engineering Department  
DN: cn=Joy D. Blackmon, P.E., o=Escambia  
County BOCC, ou=Public Works  
Department,  
email=jdblackmon@myescambia.com, c=US  
Date: 2013.11.21 11:12:40-06'00'

13 NOV 22 PM 2:45  
ESCAMBIA COUNTY  
PURCHASING DEPARTMENT

RECEIVED

JP

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 211593  
Project Number: 12PR1842  
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: UTILITY SERVICES COMPANY, INC.  
P.O. Number: 131150 C.O. Number: 2  
P.D. Number: 12-13-037 Date: 11/13/13

Notes for Modifying the Scope of Award:

This Additive/Deductive Change Order is to pay for unexpected expenses which have occurred during construction. Public input has required some of these changes while other items were encountered subsurface and not anticipated. The total additive change order is \$25,006.53. There is no additional time needed for these change order items. CIP: Myrtle Grove Athletic Park

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1  
Deleting Dollars from Line Item No:

Quantity Adjustment:  
Adjustment:

Amount: \$25,006.53  
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars: \$286,410.11  
Net Dollars added or subtracted: \$25,006.53  
New Purchase Order Total Dollars: \$311,416.64

Previous Contract Total Dollars: \$564,847.20  
Net Dollars added or subtracted: \$25,006.53  
New Contract Total Dollars: \$589,853.73

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	- / - Change	Dollar Amount
350229	56301	12PR1842	\$25,006.53	\$311,416.64

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Contract Administrator's Certification & Approval:

Office of Purchasing Rev:

Department Director:

County Administrator's Approval:

Date:

Date:

Date:

Date:

Date: 12-5-13

RECEIVED  
13 NOV 22 PM 2:45  
SANTA CLARA COUNTY  
PURCHASING DEPARTMENT



Myrtle Grove Change Order #2					
Description		Quantities	Unit	Unit Price	Extended Cost
51	Understory Tree	-12	EA	\$ 204.00	\$ (2,448.00)
52	Canopy Tree	-23	EA	\$ 204.00	\$ (4,692.00)
53	Shrubs	-67	EA	\$ 8.16	\$ (546.72)
CO2-1	Landscaping Changes (Evergreen/Magnolia Trees)	1	LS	\$ 6,028.00	\$ 6,028.00
CO2-2	Irrigation Water Supply to Evergreen/Magnolia Trees	1	LS	\$ 3,710.25	\$ 3,710.25
CO2-3	3" Water Main Offset at Irrigation Well	1	LS	\$ 2,893.00	\$ 2,893.00
CO2-4	Domestic Water Main Relocation (Near "Wall Ball" Area)	1	LS	\$ 2,670.00	\$ 2,670.00
CO2-5	Irrigation Signalization Conduit Installation/Relocation - Baseball Area	1	LS	\$ 3,715.00	\$ 3,715.00
CO2-6	Irrigation Signalization Wire Replacement - Baseball Area	1	LS	\$ 2,010.00	\$ 2,010.00
CO2-7	Pond #2W Overflow Piping & Flexamat Flume	1	LS	\$ 3,324.00	\$ 3,324.00
CO2-8	Softball Field (BB #5) Lighting Circuit Replacement	1	LS	\$ 1,625.00	\$ 1,625.00
CO2-9	1" Domestic Water Main Relocation - Football Area	1	LS	\$ 3,125.00	\$ 3,125.00
CO2-10	Irrigation Piping & Signalization Conduit Installation/Relocation - Football Area	1	LS	\$ 4,593.00	\$ 3,593.00
CO 2 Total					<b>\$ 25,006.53</b>

*Calculus*  
*verified*  
*10/31/13*  
*[Signature]*

CONSENT OF SURETY  
TO INCREASE BOND AMOUNT

Bond No. 929571620

PROJECT: Myrtle Grove Athletic Park Improvements, 99 N 61st Avenue, Pensacola, FL 32506  
(Name, Address)

TO: (Owner)  
Escambia County Board of County Commissioners  
223 Palafox Place  
Pensacola, FL 32597

Project No. PD 12-13.0037

CONTRACT FOR: Construction  
CONTRACT DATE:

Contractor: Utility Service Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (type the name of the surety)

Western Surety Company, SURETY,

on bond of (type the name of the Contractor)

Utility Service Company, Inc., CONTRACTOR,

hereby approves the increase of the bond amount to the contractor as follows:

From: \$564,847

To: \$589,853.53

The Surety agrees that such increase in amount to the Contractor shall not relieve the Surety of any of its obligations to (type Owner's name)

Escambia County Board of County Commissioners, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

The Surety has hereunto set its hand this 4th day of November, 2013

Witness:

Lynne Matthews

Western Surety Company  
(Surety)

BY:

K. Wayne Walker  
K. Wayne Walker, Attorney-In-Fact  
& FL Licensed Resident Agent

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually**

of Fort Wallon Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



WESTERN SURETY COMPANY

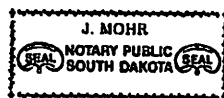
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November 2013



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Myrtle Grove Athletic Park  
Project ID: ENG1801  
Location: 99 N. 61st Avenue  
Project Manager: Jeremy King  
Date: 10/29/2013

Joy Jones 10/30/2013  
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This additive/deductive change order is to pay for unexpected expenses which have occurred during construction. Public input has required some of these changes while other items were encountered subsurface and not anticipated. The total additive change order is \$25,006.53. There is no additional time needed for these change order items. Once this CO is approved, the total contract amount will be \$589,853.73.

12-13.037

Attached backup documentation 1 page (s).  
RFF/NTP Start Date                      or Upon Issuance of Notice to Proceed  
Time shall be increased/decreased by                      calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant		
Funds for Original Work Order			
Funds for Change Order # <u>2</u>			
Contract PD <u>10-24-065</u>	Contractor	Utility Services Co. Inc.	\$ 25,006.53
Funds for Contingency <u>1213037</u>	Consultant		
Funds for Permit Fees	Agency	350229 / 56301	
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor	12PR 1842	
Funds for			
New Balance of CIP Project		\$ -	\$ (25,006.53)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			MG Athletic Park	25006.53

To:	Fund	Project #	Project Name	Amount
			ap	25006.53

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition  
Date:



## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

PURCHASE ORDER NO. 131150-3

CHANGE DATE: 11/27/13

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V  
E  
N  
D  
O  
R  
211593  
UTILITY SERVICE COMPANY INC  
4326 GULF BREEZE PARKWAY  
GULF BREEZE FL 32563

S  
H  
I  
P  
T  
O  
ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001268	REQ. DATE: 06/11/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 3	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CO#3 to add text-This additive CO pays unexpected expenses occuring during construction resulting from Public Input and items unanticipated in subsurface. AMT. \$25,006.53 No add'l time needed CIP: Myrtle Grove Athletic Park					
01	.00	LOT	CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	.0000	.00

Previous PO Dollars 286,410.11  
Add  
New Dollars 25,006.53  
311,416.64

Previous Contract \$ 564,847.20  
Net dollars added 25,006.53  
New Dollars 589,853.73

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	350229 56301	.00	12PR1842	TOTAL \$	.00

APPROVED BY 

JP

## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 211593  
Project Number: 12PR1842  
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: UTILITY SERVICES COMPANY, INC.  
P.O. Number: 131150 C.O. Number: 23  
P.D. Number: 12-13-037 Date: 11/13/13

**Notes for Modifying the Scope of Award:**

This Additive/Deductive Change Order is to pay for unexpected expenses which have occurred during construction. Public input has required some of these changes while other items were encountered subsurface and not anticipated. The total additive change order is \$25,006.53. There is no additional time needed for these change order items. CIP: Myrtle Grove Athletic Park

*q/o # 3 to add text not included in C/O # 2*

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1  
Deleting Dollars from Line Item No:

Quantity Adjustment: Amount: \$25,006.53  
Adjustment: Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUME)  
Enc. Carried Forward/PO Total Dollars: \$286,410.11  
Net Dollars added or subtracted: \$25,006.53  
New Purchase Order Total Dollars: \$311,416.64  
Previous Contract Total Dollars: \$564,847.20  
Net Dollars added or subtracted: \$25,006.53  
New Contract Total Dollars: \$589,853.73

RECEIVED  
13 NOV 22 PM 2:45  
ESCAMBIA COUNTY  
PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350229	56301	12PR1842	\$25,006.53	\$311,416.64

- ☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- ☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Contract Administrator's Certification & Approval:

Office of Purchasing Revi

Department Director:

County Administrator's Approval:

Date:

Date:

Date:

Date:

Date: 12-5-13



## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

PURCHASE ORDER NO. 131150-4

CHANGE DATE: 02/24/14

VENDOR  
211593  
UTILITY SERVICE COMPANY INC  
4326 GULF BREEZE PARKWAY  
GULF BREEZE FL 32563

INVOICE  
PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

SHIP TO  
ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13			BUYER: JOSEPH PILLITARY			REQ. NO.: 13001268		REQ. DATE: 06/11/13	
TERMS: NET 30 DAYS			F.O.B.:			DESC.: CHANGE ORDER - 4			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

			Administrative CO: Add 65 days; New Completion Date 3.28.14		
01	.00	LOT	CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	350229 56301	.00	12PR1842	TOTAL \$	.00

APPROVED BY

Original Purchase Order

JP

CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 211593  
Project Number: 12PR1842  
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: UTILITY SERVICES COMPANY, INC.  
P.O. Number: 131150 C.O. Number: 3  
P.D. Number: 12-13-037 Date: 02/04/14

4

Notes for Modifying the Scope of Award:

Administrative Change Order for time only. Additional time is needed to make up for the extensive rain delays experienced during fall 2013. An additional 65 days is needed for completion and final billing. The original completion date was 01/22/14, the new completion date will be 03/28/14. CIP: Myrtle Grove Athletic Park

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: \_\_\_\_\_  
Deleting Dollars from Line Item No: \_\_\_\_\_

Quantity Adjustment: \_\_\_\_\_  
Adjustment: \_\_\_\_\_

Amount: \_\_\_\_\_  
Amount: \_\_\_\_\_

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars:	\$311,416.64
Net Dollars added or subtracted:	\$0.00
New Purchase Order Total Dollars:	\$311,416.64
Previous Contract Total Dollars:	\$589,853.73
Net Dollars added or subtracted:	\$0.00
New Contract Total Dollars:	\$589,853.73

RECEIVED  
14 FEB 18 PM 12:35  
COUNTY  
ADMINISTRATIVE DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350229	56301	12PR1842	\$0.00	\$311,416.64

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: \_\_\_\_\_  
Contract Administrator's Certification & Approval: \_\_\_\_\_  
Office of Purchasing Review: \_\_\_\_\_  
Department Director: \_\_\_\_\_  
County Administrator's Approval: \_\_\_\_\_

Digitally signed by Robin Lambert  
DN: cn=Robin Lambert, ou=Public  
Works, ou=Engineering,  
email=rlambert@colliercounty.com,  
c=US  
Date: 2014.02.14 14:16:10 -0500

Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: 2-24-14  
Date: \_\_\_\_\_  
Date: 2-26-14



## CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 3

Contract No. PD: 12-13-037

To: **Utility Services, Inc.**  
4328 Gulf Breeze Parkway  
Gulf Breeze, FL 32563

Date: February 4, 2014

Project Name: Myrtle Grove Athletic Park

Under our AGREEMENT dated 6/10/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**Administrative Change Order for time only. Additional time is needed to make up for the extensive rain delays experienced during fall 2013. An additional 65 days is needed for completion and final billing. The original completion date was 01/22/14, the new completion date is March 28, 2014,**

FOR THE Additive (Deductive) Sum of: **N/A**

Original Agreement Amount	:	\$	537,741.14
Sum of Previous Changes	:	\$	52,112.59
This Change Order Add/(Subtract)	:	\$	-
Present Agreement Amount	:	\$	589,853.73

The time for completion shall increase by ~~sixty-~~ five (65) calendar days due to this change order. Accordingly, the Contract Time is two hundred sixty five (265) The final completion date is March 28, 2014.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: \_\_\_\_\_ 2014

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

By: \_\_\_\_\_  
Engineering Department

By: \_\_\_\_\_  
Owner, Escambia County, Florida

Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Myrtle Grove Athletic Park  
Project ID: ENG1801  
Location: 99 N. 61st Avenue  
Project Manager: Jeremy King  
Date: 2/3/2014

By Jones 2/3/14  
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This change order is for time only. Additional time is needed to make up for the extensive rain delays experienced during fall 2013. An additional 65 days is needed for completion and final billing. The original completion date was 1/22/2014. The new completion date will be 3/28/2014.

Attached backup documentation

RFF/NTP Start Date

Time shall be increased/decreased by

65 or Upon Issuance of Notice to Proceed  
calendar days.

Obligated

Required

Balance of CIP Project

Funds for Original Construction Contract

Funds for Construction CO#

Contract PD

Contractor

Funds for Original Task Order

Funds for Addendum #

Task Order PD

Consultant

Funds for Original Work Order

Funds for Change Order #

Contract PD 10-11.065.

Contractor Utility Services Co. Inc.

Funds for Contingency

Consultant

Funds for Permit Fees

Agency

Funds for Land Purchases

Owner

Funds for Title Work

Contract PD

Company

Contractor

Funds for

New Balance of CIP Project

\$ - \$ -

This section to be completed by Administration to accomplish fund transfer:

From: Fund Project # Project Name Amount  
To: Fund Project # Project Name Amount

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition  
Date:

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 131150-5****CHANGE DATE: 05/30/14**

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

V  
E  
N  
D  
O  
R  
211593  
 UTILITY SERVICE COMPANY INC  
 4326 GULF BREEZE PARKWAY  
 GULF BREEZE FL 32563

S  
H  
I  
P  
T  
O  
ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 06/12/13	BUYER: JOSEPH PILLITARY	REQ. NO.: 13001268	REQ. DATE: 06/11/13
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 5
--------------------	---------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

01	.00	LOT	Admin CO to increase completion date CONTRACT PD 12-13.037 "MYRTLE GROVE ATHLETIC PARK IMPROVEMENTS" BCC APPROVAL 06/10/2013	.0000	.00
----	-----	-----	---	-------	-----

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	350229 56301	.00	12PR1842	TOTAL \$	.00

**APPROVED BY**

Original Purchase Order



**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**



Vendor Code: 211593	Vendor Name: UTILITY SERVICES COMPANY, INC.
Project Number: 12PR1842	P.O. Number: 131150 C.O. Number: 5
Department: PUBLIC WORKS/ENGINEERING	P.D. Number: 12-13-037 Date: 05/29/14

Notes for Modifying the Scope of Award:

Administrative Change Order for time only. Additional time is needed to make up for the extensive rain delays experienced during April 2014. The time of completion shall be extended 120 days, the new completion date is July 26, 2014. CIP: Myrtle Grove Athletic Park

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: _____	Quantity Adjustment: _____	Amount: _____
Deleting Dollars from Line Item No: _____	Adjustment: _____	Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward/PO Total Dollars:	\$286,410.11
Net Dollars added or subtracted:	\$0.00
New Purchase Order Total Dollars:	\$286,410.11
Previous Contract Total Dollars:	\$589,853.73
Net Dollars added or subtracted:	\$0.00
New Contract Total Dollars:	\$589,853.73

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350229	56301	12PR1842	\$0.00	\$286,410.11

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: \_\_\_\_\_

Contract Administrator's Certification & Approval: \_\_\_\_\_

Office of Purchasing Review At \_\_\_\_\_

Department Director: \_\_\_\_\_

County Administrator's Approval: \_\_\_\_\_

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

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

Date: 5.30.14

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

Date: 6-2-14

RECEIVED  
 14 MAY 30 PM 3:11  
 ESCHSCHOLTZ COUNTY  
 PURCHASING DEPARTMENT



Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Myrtle Grove Athletic Park  
Project ID: ENG1801  
Location: 99 N. 61st Avenue  
Project Manager: Jeremy King  
Date: 5/20/2014

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

~~This RFF is to pay for repairs and sustainability to the Myrtle Grove Athletic Park from the April 20th rain event. The total for the work is \$178,468.16. An additional 120 days is required to complete all repairs.~~

C/O time 120 days

Attached backup documentation 3 page (s).  
RFF/NTP Start Date or Upon Issuance of Notice to Proceed  
Time shall be increased/decreased by 120 calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant		
Funds for Original Work Order			
Funds for Change Order # 2			
Contract PD 10-11-085	Contractor Utility Services Co. Inc.		\$ 179,342.13
Funds for Contingency	Consultant		
Funds for Permit Fees	Agency		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
New Balance of CIP Project		\$ -	\$ (179,342.13)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	
County Engineer Signature		Transferred by	Transfer Date	

Posted to Expedition  
Date:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6700**

**County Administrator's Report 11. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** Change Order to Roads, Inc. of NWF on Contract PD 13-14.006 "Road Materials Pricing Agreement" for use in re-surfacing Open Graded Cold Mix Roads

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Roads, Inc., of NWF on Contract PD 13-14.006 "Road Materials Pricing Agreement" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, for the "Road Materials Pricing Agreement", to allow the Road Division to obtain asphalt for use in re-surfacing open graded cold mix roads.

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$100,000
Vendor:	Roads, Inc. of NWF
Project Name:	"Road Materials Pricing Agreement"
Contract:	PD 13-14.006
PO#:	140985
CO#:	1
Original Award Amount:	\$250,000
Cumulative Amount of Change Orders through this CO:	\$100,000
New Contract Total:	\$350,000

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #09EN0388]

**BACKGROUND:**

On February 6, 2014, the Board ratified the Roadway Materials Pricing Agreement, pursuant to the Board's award on January 2, 2014, for the Indefinite Quantity, Indefinite Delivery contract for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and approved funding for the Public Works Department, Engineering Division for this contract. A purchase order was issued to Roads, Inc. of NWF, in the amount of \$250,000, to be used to provide asphalt and tack to resurface open graded cold mix roads.

The County paved several miles of dirt roads with open graded cold mix over the last decade. These roads had a life expectancy of five to seven years, and in most cases have exceeded this period. Many of these roads are now in poor shape and have severe raveling of the driving surface. By allowing the Roads Division to resurface some of these roads before they fail, the County may potentially save thousands of dollars.

This Change Order will allow the Roads Division of the Public Works Department to obtain asphalt and tack from Roads, Inc., of NWF, for use in resurfacing open graded cold mix roads. To date, they have paved Sandy Hollow Road, Cool Creek, Barrineau Lane, Barrineau South and Holland Road.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #09EN0388.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Board Action 010214

Board Action 020614

Board Action 040314

Original Purchase Order

---

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

11. Awarding a Contract to Midsouth Paving, Inc., for Beulah Road Resurfacing, PD 13-14.004, in the amount of \$1,274,541.15 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #14EN2615).
12. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, with options for two additional 12-month periods, up to a maximum term of 36 months (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Various Projects – \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301 – \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301 – \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 [Recycling], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 [Closed Landfills], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 [Operations], Object Code 55301 – \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 [Projects], Object Code 55301 – \$500,000).
13. Approving, and authorizing the Chairman to execute, the *Contract Modification* providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), changing the name to Atkins North America, Inc.



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

7. Ratifying the Roadway Materials Pricing Agreements, pursuant to the Board's award on January 2, 2014, of an Indefinite Quantity, Indefinite Delivery Contract to McDirt Industries, Inc.; Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and shall extend for a period of 12 months, with the potential to be for additional 12-month periods, up to a maximum 36 months, renewed upon mutual agreement of both parties (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Various Projects – \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301 – \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301 – \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 [Recycling], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 [Closed Landfills], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 [Operations], Object Code 55301 – \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 [Projects], Object Code 55301 – \$500,000).
8. Taking the following action concerning Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual basis):
  - A. Awarding, and authorizing the County Administrator to sign, Task Order-based Continuing Contracts to Larry M. Jacobs and Associates, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:
    - Maximum Overhead – 168%
    - Maximum Profit – 12%
    - Maximum FCCM – 1.50%
    - Maximum Multiplier – 281.5% (providing no single item above is exceeded)
    - Existing Hourly Rates for each firm (based on an audited or auditable financial package)
  - B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning PD 13-14.006, Various Roadway Materials Pricing Agreement for Fiscal Year 2013-2014 (Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0208, "Resurfacing"):
- A. Amending the Board's action of February 6, 2014, revising the authorized amount approved for Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Various Projects, from \$850,000 to over \$1,000,000; and
  - B. Authorizing the issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of \$700,000, to provide hot-mix asphalt to Escambia County; the Roads Division of the Public Works Department will deliver hot-mix asphalt to the site for the contractor for hot-in-place resurfacing of the following roads: Hancock Lane, Ferguson Drive, Ferguson Court, Ladybird Lane, Coleman Road, Luther Street, Mockingbird Lane, Broyhill Lane, Pullman Circle, Tomlinson Road, Rowe Lane, Colony Road, Chateau Court, Inda Avenue, Belguim Road, Belguim Circle, Saddlebrook Drive, Greenbrier Road, Spanish Trail, Woodchuck Avenue, Woodchuck Lane, and 72nd Avenue; other roads recognized on the five-year Resurfacing Program List may also be resurfaced if material, funding, and/or time allow.

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

182328  
 ROADS INC OF NWF  
 106 STONE BLVD  
 CANTONMENT FL 32533

ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 02/18/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 14001116	REQ. DATE: 02/14/14
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CONTACT AARON SMITH AT 93	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN ENDED PURCHASE ORDER FOR ASPHALT AND TACK FOR THE ROAD DIVISION TO RESURFACE OPEN GRADED COLD MIX ROADS, PD 13-14.006 "ROADWAY MATERIALS PRICING AGREEMENT" BCC APPROVAL 02/03/2014 AND	250000.0000	250,000.00
				PAGE TOTAL \$	250,000.00
				TOTAL \$	250,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	210107	56301	250,000.00	09EN0388	

APPROVED BY

Original Purchase Order

**7. Recommendation Concerning Roadway Materials Pricing Agreements - Amy Lovoy, Management and Budget Services Department Director**

That the Board ratify the Roadway Materials Pricing Agreements, pursuant to the Board's award on January 2, 2014, of an Indefinite Quantity, Indefinite Delivery Contract to McDirt Industries, Inc.; Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and shall extend for a period of 12 months, with the potential to be for additional 12- month periods, up to a maximum 36 months, renewed upon mutual agreement of both parties.

140011150

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301, \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, \$200,000; Fund 401; Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

**8. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director**

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to Larry M. Jacobs and Associates, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 281.5% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055 "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]



**RESUME OF THE REGULAR BCC MEETING** – Continued

**COUNTY ADMINISTRATOR'S REPORT** – Continued

**II. BUDGET/FINANCE CONSENT AGENDA** – Continued

11. **Recommendation:** That the Board award a Contract to Midsouth Paving, Inc., for Beulah Road Resurfacing, PD 13-14.004, in the amount of \$1,274,541.15 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #14EN2615).

**Approved 5-0**

12. **Recommendation:** That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, with options for two additional 12-month periods, up to a maximum term of 36 months (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Various Projects – \$850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301 – \$50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301 – \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 [Recycling], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 [Closed Landfills], Object Code 55301 – \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 [Operations], Object Code 55301 – \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 [Projects], Object Code 55301 – \$500,000).

**Approved 5-0**

13. **Recommendation:** That the Board approve, and authorize the Chairman to execute, the *Contract Modification* providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), changing the name to Atkins North America, Inc.

**Approved 5-0**

133305

PD 13-14.006, Roadway Materials Pricing Materials

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

**SOLICITATION, OFFER AND AWARD FORM**  
**SUBMIT OFFERS TO:**

**CLAUDIA SIMMONS**  
Purchasing Manager  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4980 Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**  
Invitation to Bid

Roadway Materials Pricing Materials

**SOLICITATION NUMBER: PD 13-14.006**

**SOLICITATION**

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-3598732

TERMS OF PAYMENT:  
Net 30 Days

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Roads, Inc.

REASON FOR NO OFFER:

ADDRESS: 106 Stone Boulevard

CITY, ST. & ZIP: Cantonment, FL 32513

PHONE NO.: (850) 968-0991

BID BOND ATTACHED \$1,000.00

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 968-0996

I certify that this offer is made without prior understanding, agreement, or collusion, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. All the County's Government such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Cody Rawson, President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

.. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$118.65	\$98.65
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$118.65	\$98.65
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$109.85	\$94.85
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$94.85	\$87.80
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$64.80	\$57.80
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$64.80	\$57.80
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$63.85	\$57.90
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$63.85	\$57.90
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$69.50	\$62.50

**PD 13-14.006, Roadway Materials Pricing Materials**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$61.90	\$56.45
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$61.40	\$56.45
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$61.40	\$56.45
13	Liquid Asphalt Tack	1	<del>Ton</del> Gallon	\$10.00	\$4.50
14	#57 Stone	1	Ton	\$45.00	\$38.00
15	#67 Stone	1	Ton	\$45.00	\$38.00
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$29.00	\$23.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	\$35.00	\$30.00
18	Rip Rap	1	Ton	\$52.10	\$44.50
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$21.88	\$16.90

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference hereto and made a part of this contract.

**CONTRACTOR**

Name and Title of Signer (Type or Print)

Cody Rawson, PRESIDENT

Name of Contractor  
Roads, Inc. of NW

By [Signature] 12/10/2013  
Date

ATTEST [Signature] 12/10/2013  
Date

ATTEST [Signature] 12/10/2013  
Date

ATTEST [Signature] 12/10/2013  
Date

ATTEST [Signature] 12/10/2013  
Date

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

By \_\_\_\_\_  
County Administrator Date

WITNESS \_\_\_\_\_ Date

WITNESS \_\_\_\_\_ Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_

[ ] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. 106 Stone Boulevard - Cantonment, Florida 32533 (For bid items #1-#15 and #19)
2. 700 S. Barracks Street - Pensacola, Florida (For bid item #18)
3. 2390 Longleaf Drive - Pensacola, Florida 32526 (For bid items #16-#17)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. ONE Date 12/9/13 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. TWO Date 12/10/13 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

State of Florida Department of State Certificate of Authority Document Number P99000085237

**PD 13-14.006, Roadway Materials Pricing Materials**

Terms of Payment (Check one) Net 30 Days X 2% 10th Prox\_\_\_

Will your company accept Escambia County Purchasing Cards? Yes\_\_\_ No X.

Will your company accept Escambia County Direct Payment Vouchers? Yes\_\_\_ No X.

By: Cody Rawson

Person to contact concerning this bid:\_\_\_

Signature:\_\_\_\_\_

Stevan Hite

Title: President

Phone # (850) 968-0991

Address: 106 Stone Boulevard

E-Mail Address:\_\_\_\_\_

Cantonment, FL 32533

stevan@roadsinc.com

Attached to bid you shall find a (bid bond) cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.



PD 13-14.006, Roadway Materials Pricing Materials

## **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

### **SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA  
Invitation to Bid

**CLAUDIA SIMMONS**

**Purchasing Manager**

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

**Roadway Materials Pricing Materials**

**SOLICITATION NUMBER: PD 13-14.006**

### **SOLICITATION**

MAILING DATE: Tuesday, November 12, 2013

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 10, 2013 and may not be withdrawn within 90 days after such date and time

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest or writing within two (2) business days after posting of the solicitation tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3598732

TERMS OF PAYMENT:

Net 30 Days

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Roads, Inc.

REASON FOR NO OFFER:

ADDRESS: 106 Stone Boulevard

CITY, ST. & ZIP: Cantonment, FL 32533

PHONE NO.: (850) 968-0991

BID BOND ATTACHED \$ \$1,000.00

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 968-0996

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in no respect law and without such of fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all claims which it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment for the offer.

Cody Rawson, President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE OR PRINT NAME)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20	Ton	\$118.65	\$98.65
2	Asphalt Concrete, FC 9.5	21-100	Ton	\$118.65	\$98.65
3	Asphalt Concrete, FC 9.5	101-1000	Ton	\$109.85	\$94.85
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	\$94.85	\$87.80
5	Asphalt Concrete, SP 9.5	up to 20	Ton	\$64.80	\$57.80
6	Asphalt Concrete, SP 9.5	21-100	Ton	\$64.80	\$57.80
7	Asphalt Concrete, SP 9.5	101-1000	Ton	\$63.85	\$57.90
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	\$63.85	\$57.90
9	Asphalt Concrete, SP 12.5	up to 20	Ton	\$69.50	\$62.50

**PD 13-14.006, Roadway Materials Pricing Materials**

Bid Item #	Description	Quantity	Units	Delivered	Supplied
10	Asphalt Concrete, SP 12.5	21-100	Ton	\$61.90	\$56.45
11	Asphalt Concrete, SP 12.5	101-1000	Ton	\$61.40	\$56.45
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	\$61.40	\$56.45
13	Liquid Asphalt Tack	1	<del>Ton</del> Gallon	\$10.00	\$4.50
14	#57 Stone	1	Ton	\$45.00	\$38.00
15	#67 Stone	1	Ton	\$45.00	\$38.00
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	\$29.00	\$23.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	\$35.00	\$30.00
18	Rip Rap	1	Ton	\$52.10	\$44.50
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	\$21.88	\$16.90

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference hereto and made a part of this contract.

**CONTRACTOR**

Name and Title of Signer (Type or Print)

Cody Rawson, PRESIDENT

Name of Company

Roads, Inc. of NW

By

[Signature]

12/10/2013

Date

ATTEST:

[Signature]

12/10/2013

Date

[Signature]

[Signature]

ATTEST

STEVEN RITE

12/10/2013

Date

ATTEST

BRETT MOYLAN

12/10/2013

Date

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

By

[Signature]

Date

WITNESS

[Signature]

Date

WITNESS

[Signature]

Date

Awarded Date

Effective Date

[ ] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #18 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. 106 Stone Boulevard - Cantonment, Florida 32533 (For bid items #1-#15 and #19)
2. 700 S. Barracks Street - Pensacola, Florida (For bid item #18)
3. 2390 Longleaf Drive - Pensacola, Florida 32526 (For bid items #16-#17)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. ONE Date 12/9/13 Addendum No.        Date       

Addendum No. TWO Date 12/10/13 Addendum No.        Date       

State of Florida Department of State Certificate of Authority Document Number P99000085237

Terms of Payment (Check one) Net 30 Days ☒ 2% 10th Prox ☐

Will your company accept Escambia County Direct Payment Vouchers? Yes \_\_\_\_\_ No X.

**Person to contact concerning this bid:\_\_\_\_\_**

Stevan Hite

Phone # (850) 968-0991

**E-Mail Address:** \_\_\_\_\_

stevan@roadsinc.com

3  
Addendum #1



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

Office of Purchasing  
213 PALAFOX PLACE - 2<sup>nd</sup> Floor, Pensacola, FL 32502  
P.O. BOX 1591  
PENSACOLA, FL 32597-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805  
<http://www.mvescambia.com/>

CLAUDIA SIMMONS, CPPO  
*Purchasing Manager*

December 9, 2013

To: All Known Bidders

**ADDENDUM NUMBER 1:**

Re: Specification Number: PD 13-14.006, Roadway Materials Pricing Agreement

Bidders:

We recently publicly noticed an Invitation to Bid on the above referenced specification.

This Addendum #1 provides for the following:

**Revised Bid Form**

The bid form has been revised to add one item, #67 Stone.

**Clarifications**

Delivery is to mean anywhere in Escambia County.

This Addendum Number 1 is furnished to all known Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Bid as an acknowledgment of your having received.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul Nobles", is written over a horizontal line.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: ROADS INC. OF NWF\_\_\_\_\_

PRN



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Roads, Inc. of NWF

106 Stone Boulevard, Cantonment, FL 32533

as Principal, hereinafter called the Principal, and Western Surety Company

333 S Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Escambia County, Florida

213 South Palafox Place, Pensacola, FL 32502

as Obligor, hereinafter called the Obligor, in the sum of One Thousand & NO/100-----

Dollars (\$ 1,000----- ).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roadway Materials Pricing, Specification No. PD13-14.006

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of December, 2013

Darrin J. Johnson

(Witness)

Roads, Inc. of NWF

(Principal)

(Seal)

By:

Cody Rawson

President

(Title)

Paula S. Nelloms

(Witness)

Western Surety Company

(Surety)

(Seal)

By:

Robert Corley McLendon  
Attorney-in-Fact and Licensed Resident Agent

(Title)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Robert Corley McLendon , Individually**

of **Pensacola, FL** its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: **Bid Bond**  
Principal: **Roads, Inc. of NWF**  
Obligee: **Escambia County, Florida**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



**WESTERN SURETY COMPANY**

*Paul T. Bruflat*

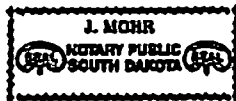
Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of December, 2013.



**WESTERN SURETY COMPANY**

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**PD 13-14.006, Roadway Materials Pricing Agreement**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County, Florida B.O.C.C.  
(print name of the public entity)

by Cody Rawson, President  
(print individual's name and title)

for Roads, Inc. of NWF  
(print name of entity submitting sworn statement)

whose business address is

106 Stone Boulevard  
Cantonment, FL 32533

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-3598732

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public



**PD 13-14.006, Roadway Materials Pricing Agreement**

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 9 day of Dec., 2017

Personally known ☒ \_\_\_\_\_

OR produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of FL

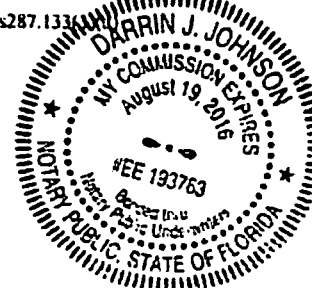
My commission expires 8-19-18

(signature)

(Printed typed or stamped commissioned name of notary public)

11:/PR/MAST\_DOC\_Uniform Contract Vol 13SwornSimt.on PublicEntityCrimesFloridaStatutes287.133

(09/02/03)



**PD 13-14.006, Roadway Materials Pricing Agreement**

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Roads, Inc. of NWF does:  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

  X   As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

           As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
Offeror's Signature

  12/10/2013    
Date

**PD 13-14.006, Roadway Materials Pricing Agreement**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
☒ Yes or ☐ No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: ☒ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☒ Yes or ☐ No

Authorized to transact business  
in Florida: ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: P99000085237

Does it use a registered fictitious name: ☒ Yes or ☐ No

**Names of Officers:**

President: <u>Cody Rawson</u>	Secretary: <u>Darrin Johnson</u>
Vice President: <u>Chase Rawson</u>	Treasurer: <u>Darrin Johnson</u>
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

Roads, Inc. of NWF  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: 106 Stone Boulevard  
City, State, Zip: Cantonment, FL 32533

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

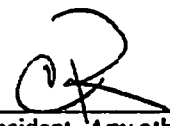
**PD 13-14.006, Roadway Materials Pricing Agreement**

Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-3598732  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Brett Moylan E-mail: brett@roadsinc.com  
Telephone Number: (850) 968-0991 Facsimile Number: (850) 968-0996

Name of individual who will sign the instrument on behalf of the company:  
Cody Rawson



(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:  
President

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

(Revised 12/21/01)





# CERTIFICATE OF LIABILITY INSURANCE

ROADINC-01 DMC DONALD

DATE (MM/DD/YYYY)

12/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acantria, Inc - Destin Office 4834 Gulfstream Drive Destin, FL 32541	<b>CONTACT</b> NAME: PHONE: (Toll Free No. Ext): (850) 650-1950 FAX: (Toll Free No.): (850) 650-9288 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Roads Inc. of NWF 106 Stone Blvd. Cantonment, FL 32533	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 18535
	<b>INSURER B:</b> American Guarantee & Liability Insurance Company	26247
	<b>INSURER C:</b> Great American Insurance Company	16691
	<b>INSURER D:</b> Bridgefield Employers Ins. Co.	10701
	<b>INSURER E:</b> TRAVELERS INDEMNITY COMPANY	25658
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD'L INSURER (INSR / WOV)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GLO5747182	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSP AGG \$ 2,000,000
<b>B AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP5747181	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>C UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		SBU462678508	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
<b>D WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	083025725 - FL	4/1/2013	4/1/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
<b>D Worker's Compensation</b>		0192002090 - AL	4/1/2013	4/1/2014	See Limits Above
<b>E Equipment Floater</b>		8605100C324	4/1/2013	4/1/2014	Limits 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION ADDENDUM: 30 DAYS NOTICE OF CANCELLATION

ESCAMBIA COUNTY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY.

RE: PD 13-14.008

**CERTIFICATE HOLDER****CANCELLATION**

Escambia County Attn: Paul R Nobles, CPPQ, CPPB Office of Purchasing, 2nd Floor, Room 11.101 P.O. Box 1691 Pensacola, FL 32557-1691	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.



December 9, 2013

Escambia County Florida  
Attention: Paul R. Nobles, CPPO, CPPB  
Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32597-1591

Re: Roads, Inc. of NWF  
PD #13-14.006

To Whom It May Concern:

Please be advised that Roads, Inc. of NWF will be able to comply with the Insurance requirements specified in your contract.

Should you have any questions, please do not hesitate to contact our office.

Sincerely

A handwritten signature in dark ink, appearing to read 'Kevin Mason', with a horizontal line extending from the end of the signature.

Kevin Mason  
President

JANET HOLLEY, CFC  
Tax Collector

2013 - 2014

THE ISSUANCE OF THIS RECEIPT  
DOES NOT ENSURE COMPETENCY

THIS BUSINESS TAX RECEIPT EXPIRES  
September 30, 2014

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN  
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAYING CONTRACTOR  
106 STONE BLVD

ROADS INC

106 STONE BLVD  
CANTONMENT FL 32533

PAID-178490:0001-0001 125 08/19/2013 26.25

ACCT NO. 146030 GROUP TYPE 030136 TOTAL 26.25

## SANTA ROSA COUNTY BUSINESS TAX RECEIPT

ACCOUNT NO. 10423

RECEIPT NUMBER 30100033501

2013 2014

MACHINES

ROOMS

SEATS

EMPLOYEES 130

EXPIRES SEP 30 2014

SUPPLEMENTAL

X RENEWAL

NEW BUSINESS

TRANSFER

45.00

PENALTY

45.00

BUSINESS ADDRESS

106 STONE BLVD  
CANTONMENT FL 32533-7344

ROADS INC OF NWF  
HELMS CRAIG & JOHNSON DARRIN

106 STONE BLVD  
CANTONMENT FL 32533-7344

PAID-4904764:0001-0001 128 07/30/2013 45.00

STAN COLIE NICHOLS, TAX COLLECTOR  
SANTA ROSA COUNTY, FLORIDA

OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT NO. 1107907221063

EXPIRES SEPTEMBER 30, 2014

SUPPLEMENTAL

RENEWAL

NEW BUSINESS

TRANSFER

ORIGINAL TAX

0.00

AMOUNT

35.00

PENALTY

0.00

COLLECTION COST

0.00

TOTAL

35.00

FACILITIES

ROOMS

SEATS

EMPLOYEES

Business Tax Receipt Non-Regulated

BUSINESS ADDRESS

106 STONE BLVD  
CANTONMENT FL 32533

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector  
P.O. Box 1387, Niceville, FL 32588

ROADS INC OF NWF

106 STONE BLVD

CANTONMENT FL 32533

PAID 97-13001094

35.00

07/16/2013



Scan Here

Scan Here

OKALOOSA COUNTY Tax Collector

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

# *State of Florida*

## *Department of State*

I certify from the records of this office that ROADS, INC. OF NWF is a corporation organized under the laws of the State of Florida, filed on September 23, 1999, effective September 23, 1999.

The document number of this corporation is P99000085237.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 28, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this is  
the Twenty eighth day of January,  
2013*



*Ken Detzner*  
*Secretary of State*

Authentication ID: CC6243039589

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-6710

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Change Order to Heaton Brothers Construction Co., Inc. on Contract PD 10-11.065 "General Paving and Drainage Pricing Agreement"

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

Organization: Public Works

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Heaton Brothers Construction, Co., Inc. on Contract PD 10-11.065, "General Paving and Drainage Agreement" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Heaton Brothers Construction, Co., Inc. on Contract PD 10-11.065, "General Paving and Drainage Agreement" for the North Crow Road Emergency Repair Project - April 2014 Flood:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$55,894.36
Vendor:	Heaton Brothers Construction Co., Inc.
Project Name:	"General Paving and Drainage Agreement" for the North Crow Road Emergency Repair Project - April 2014 Flood
Contract:	PD 10-11.065
PO#:	141330
CO#:	3
Original Award Amount:	\$97,939.93
Cumulative Amount of Change Orders Through this CO:	\$55,894.35
New Contract Total:	\$153,834.28

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW37]



**BACKGROUND:**

Meeting in regular session on June 3, 2014, The Board approved the issuance of Purchase Orders exceeding \$50,000.00 issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014 through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure and for measures taken to protect the health and safety in severely affected areas. Purchase Order 141330 issued to Heaton Brothers Construction Co., Inc. was approved at this meeting.

The Original Work Order was issued under Emergency Order (Priority 2) out of the Emergency Operations Center (EOC). The work was for storm sewer repair, excavation, fill, and pavement repair of North Crow Road and surrounding right-of-way erosion caused by damage from the April flooding incident. Work included milling and replacement of a section of road, replacement of a storm junction box, replacement and reconnection of existing infrastructure to pre-existing conditions. Change Order #1 and #2 were processed for accounting purposes only adding the correct cost center, object code and project numbers to the purchase order. Change Order #3 includes additive/deductive unit price quantities and items necessary for completion of this work order. Change order work includes deductions for unused quantities, and additions for storm sewer piping uncovered during construction and determined defective/damaged. Therefore, expansion scope items include additional excavation and pipe removal, increasing 54" reinforced concrete pipe from 96lf to 240lf, addition of a 54" concrete endwall, and driveway replacement. Also the addition includes extension of dewatering and wellpoint pumping time for structure placement. The original purchase order amount of \$97,939.93 was increased by \$55,894.35 making the new contract total \$153,834.28. The construction is for permanent repairs and will be submitted to the Federal Emergency Management Agency (FEMA) for reimbursement.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object Code 54612/56301, Project ESCPW37.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Change Order 3

Original Purchase Order

Change Order 1

Change Order 2

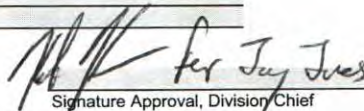
Board Action 060314

---

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: North Crow Road Emergency Repairs Change Order #2  
 Project ID: ENGFL00D0414-06  
 Location: 160 North Crow Road  
 Project Manager: TJ Williams  
 Date: 8/20/2014

  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

The Original Work Order was issued under Emergency Order (Priority 2) out of the EOC. This change order request includes additive/deductive unit price quantities and items necessary for completion of this work order. Change order work includes deductions for unused quantities and additions for extra damaged storm sewer piping uncovered during construction. Expansion scope items include; added excavation and pipe removal, increasing 54" RCP from 96lf to 240lf, addition of a 54" concrete endwall, and driveway replacement. Also the addition includes extension of dewatering and wellpoint pumping time for structure placement. The original purchase order amount of \$97,939.93 was increased by \$55,894.35 to \$153,834.28. No additional time is needed for this change order.

Attached backup documentation 2 page (s).  
 RFF/NTP Start Date 8/20/2014 or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by 8/20/2014 calendar days.  
8/20/2014 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor	Heaton Brothers Construction		\$ 55,894.35
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
<b>New Balance of CIP Project</b>			\$ -	\$ 153,834.28

**This section to be completed by Administration to accomplish fund transfer:**

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	
County Engineer Signature		Transferred by	Transfer Date	

Posted to Expedition  
 Date:



North Crow Road  
Emergency Repairs  
ENGFLOOD0414-06

**PD10-11.065 General Paving and Drainage Pricing Agreement**  
**Valid From October 1, 2013 till September 30, 2014**

**Heaton Brothers Construction  
Company, Inc.**

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01100-	00101	Performance Bond	1	Per \$1000	\$15.00	\$ -
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,300.00	\$1,300.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	833	SY	\$2.00	\$1,666.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	165	CY	\$4.50	\$742.50
04100-	00103	Earthwork Fill, County Specs 2300	165	CY	\$8.75	\$1,443.75
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	20	CY	\$9.50	\$190.00
04100-	00108	Remove and Replace Unsuitable Materials	20	CY	\$14.05	\$281.00
04100-	00118	Dewatering Pump	14	Day	\$200.00	\$2,800.00
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	150	SY	\$7.25	\$1,087.50
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	150	SY	\$10.00	\$1,500.00
05700-	00111	Saw cut Existing Asphalt	40	LF	\$2.50	\$100.00
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	150	SY	\$1.70	\$255.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	150	SY	\$12.30	\$1,845.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,000.00	\$1,000.00
07800-	00101	Steel Post for Guardrail, FDOT Index 400	2	EA	\$220.00	\$440.00
08500-	00101	Saw cut Existing Concrete	20	LF	\$2.00	\$40.00
08600-	00106	Flowable fill, over 20cy	25	CY	\$200.00	\$5,000.00
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,663.00	\$7,663.00
09100-	00501	Storm Manhole, 0-6ft depth	1	EA	\$1,650.00	\$1,650.00
09100-	00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$350.00	\$350.00
09200-	00709	24" RCP Pipe, 0'-6' depth, less than 60lf	24	LF	\$38.00	\$912.00
09500-	00105	Pipe Removal, 36" and larger, over 60lf	96	LF	\$15.00	\$1,440.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$850.00	\$850.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	5	CY	\$85.00	\$425.00
11200-	00101	1" Water Service Line - Short, less than 12lf	30	LF	\$300.00	\$9,000.00
11400-	00102	Readjust Water Meter	0	EA	\$220.00	\$0.00
11400-	00103	Relocate Water Meter	2	EA	\$510.00	\$1,020.00
11400-	00104	Readjust Water Valve	1	EA	\$220.00	\$220.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	500	SY	\$2.60	\$1,300.00
13300-	00101	Silt Fence Type III, less than 500lf	150	LF	\$2.30	\$345.00
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	10	CY	\$75.00	\$750.00
<b>Sub Totals</b>						\$45,615.75

Performance and Payment Bond (Required for projects over \$25,000.00)

**Grand Total** \$46,299.99

Balance of Line (may not exceed 25% of total cost)		Qty	Units		
MOT @ 5% Sub Total		1	LS	\$2,280.79	\$2,280.79
14' X 7' Structure Bottom, FDOT Index 200, 6-12' depth, includes crane rental		1	EA	\$33,667.00	\$33,667.00
Manhole top with bolt-down lid		1	EA	\$625.00	\$625.00
54" RCP Pipe, 6'-12' depth, over 60lf		96	LF	\$149.00	\$14,304.00
<b>Balance of Line Total</b>					\$50,876.79
<b>Additional Performance and Payment Bond</b>					\$763.15
<b>Revised Grand Total with BOL</b>					\$97,939.93

*Original  
contract*



Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 8/20/2014
- 2.) Project name: ENGFLOOD0414-06
- 3.) Contract No: 10-11.065. 5A
- 4.) Description of Services to be Performed:  
The Original Work Order was issued under Emergency Order (Priority 2) out of the EOC. This change order request includes additive/deductive unit price quantities and items necessary for completion of this work order. Change order work includes deductions for unused quantities and additions for extra damaged storm sewer piping uncovered during construction. Expansion scope items include; added excavation and pipe removal, increasing 54" RCP from 96lf to 240lf, addition of a 54" concrete endwall, and driveway replacement. Also the addition includes extension of dewatering and wellpoint pumping time for structure placement. The original purchase order amount of \$97,939.93 was increased by \$55,894.35 to \$153,834.28. No additional time is needed for this change order.
- 5.) Negotiated Cost of Construction: \$ 55,894.35
- 6.) Location Work is to be Performed:

160 North Crow Road

- 7.) Period of Time Services are to be Accomplished:  
Starting Date of Work: \_\_\_\_\_ or Upon Issuance of Notice to Proceed  
Days to Complete 0  
Completion Date of Work: 8/20/2014

- 8.) Estimate of Items from Unit Bid Schedule Required for this Work Order \_\_\_\_\_

Schedule for Work Requested and Received

  
Project Manager

Date: 8/21/14

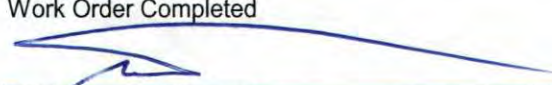
Work Order Approved  
  
Division Chief

Date: 8/21/14

Negotiated Work Order Accepted

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

Contractor Representative

Work Order Completed  
  
Contractor Representative

Date: 8/21/14



North Crow Road  
Emergency Repairs  
ENGFL00D0414-06

PD10-11.065 General Paving and Drainage Pricing Agreement  
Valid From October 1, 2013 till September 30, 2014

Heaton Brothers Construction  
Company, Inc.

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
Pipe Extension Change ENGFL00D0414-06		<b>Change Order #2</b>			Heaton Brothers Construction Company, Inc.	
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
<b>Deductions:</b>						
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	-20	CY	\$9.50	-\$190.00
04100-	00108	Remove and Replace Unsuitable Materials	-20	CY	\$14.05	-\$281.00
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	-105	SY	\$7.25	-\$761.25
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	-150	SY	\$10.00	-\$1,500.00
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	-150	SY	\$1.70	-\$255.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	-105	SY	\$12.30	-\$1,291.50
07800-	00101	Steel Post for Guardrail, FDOT Index 400	-2	EA	\$220.00	-\$440.00
08600-	00106	Flowable fill, over 20cy	-16	CY	\$200.00	-\$3,200.00
11400-	00103	Relocate Water Meter	-1	EA	\$510.00	-\$510.00
11400-	00104	Readjust Water Valve	-1	EA	\$220.00	-\$220.00
					<b>Subtotal</b>	<b>-\$8,648.75</b>
<b>Additions:</b>						
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	408	SY	\$2.00	\$816.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	255	CY	\$4.50	\$1,147.50
04100-	00103	Earthwork Fill, County Specs 2300	15	CY	\$8.75	\$131.25
04100-	00116	Dewatering, Well Point	200	LF	\$15.00	\$3,000.00
04100-	00118	Dewatering Pump	38	Day	\$200.00	\$7,600.00
06200-	00117	#57 Stone	68.19	CY	\$65.00	\$4,432.35
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	98	SY	\$34.00	\$3,332.00
08600-	00101	Misc. Concrete	23.33	CY	\$300.00	\$6,999.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,087.00	\$1,087.00
09500-	00105	Pipe Removal, 36" and larger, over 60lf	90	LF	\$15.00	\$1,350.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	750	SY	\$2.60	\$1,950.00
16200-	00102	Crape myrtles (minimum 20 Gal container)	5	EA	\$200.00	\$1,000.00
					<b>Subtotal</b>	<b>\$32,845.10</b>
		Balance of Line				
		54" RCP Pipe, 6'-12' depth, over 60lf	144	LF	\$149.00	\$21,456.00
		54" Straight Concrete Endwall, FDOT Index 250, 6'-12' depth, includes crane rental and labor	1	EA	\$10,242.00	\$10,242.00
					<b>Subtotal</b>	<b>\$64,543.10</b>
<b>Change Order #2 Total</b>						<b>\$55,894.35</b>
<b>Total Contract Amount</b>						<b>\$153,834.28</b>

*Change order*  
*Calculations*  
*verified*  
*8-21-14*  
*R. J. Jambet*



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

I  
N  
V  
O  
I  
C  
E  
[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

V  
E  
N  
D  
O  
R  
[ 081314  
 HEATON BROTHERS CONSTRUCTION CO INC  
 5805 SAUFLEY FIELD RD  
 PENSACOLA FL 32526-9482 ]

S  
H  
I  
P  
T  
O  
[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT ]

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001510	REQ. DATE: 05/20/14
----------------------	-------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: IF YOU HAVE ANY QUESTIONS
--------------------	---------	----------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APRIL 2014 FLOOD "GENERAL DRAINAGE AND PAVING PRICING AGMT." BCC APPROVAL 09/16/13. WORK ORDER NO. 10.11.065.5A. NORTH CROW ROAD EMERGENCY REPAIRS."	97939.9300	97,939.93

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	97,939.93
01	330491 56301	97,939.93		<b>TOTAL \$</b>	<b>97,939.93</b>

APPROVED BY

Original Purchase Order

## GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

**2. DELIVERIES - INSPECTION AND ACCEPTANCE:** Delivery, inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, not of kind will be in the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specified inspections or tests are required for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each term quantity within allowable variations. Any, if the Contractor delivers and the County reserves quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the Contractor thereon. Quantities in excess of \$100 will, at the option of the County, either be returned to the Contractor's expense or retained and paid for by the County at the contract unit price.

4. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option within the time specified shall not be deemed a waiver with respect to future installments, if any.

**5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished

6. Quantity, unit and price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is deemed to show this information) and

7. Date of delivery or shipment:  
Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and

return them to the supplier or his agent. One of these copies may, subsequently, be required to support the invoice.

**6. INSPECTION, ACCEPTANCE AND TITLE.** Inspection for acceptance will be at destination of the merchandise provided. Title and risk of loss shall pass to the consignee at the responsibility of the carrier and supplier until accepted by the Court. The contract supplier shall be responsible for lifting, packing, loading and unloading of damaged items. However, to avoid firm in the expenditures handling of damaged items, the Court will:

1. Report any evidence of theft and damage on all copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the demand for storing containers including error packing material while not yet inspected by the carrier, and a deposit given by the contract supplier.
4. Provide the contract supplier with a copy of the Carrier's Bill of Lading and a deposit per contract.

**7. GOVERNMENT REGULATIONS** - Contractor warrants that it will apply for, and if required, obtain all government authority, covering the production, use and delivery of materials specified herein, and comply with and shall indemnify and hold Owner harmless from and against any liability or damage resulting from Contractor's failure to do so.

**9. TAXES** - Counties are exempt from Federal Taxes on transportation charges and any Federal Tax on Tax. If you prepare transportation charges do not pay Tax as the County will not reimburse you for the tax. Counties are exempt from State Sales Tax.

**9. WARRANTIES.** In addition to the warranties established by statute or common law or set forth elsewhere in this order, Contractor expressly warrants that all material services covered hereunder are conform to all applicable standards, drawings, samples, and test reports furnished or accepted by the Owner, and that the work is of best quality, suitable and sufficient for the purpose for which purchased or specified by the Owner. Contractor warrants that all material and workmanship are free from all patent and latent defects. The Contractor's failure to give notice to Contractor of any breach of warranty that does not discharge that Contractor's liability. Without limitation to the generality of the foregoing, the Contractor agrees to be responsible for all defect in design, workmanship and materials, which may become apparent within twelve months of receipt by the Owner, less, otherwise specified.

**10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments and/or damages arising from infringement or alleged infringement of any United States patent by any of the goods or services hereunder. Contractor shall defend or settle its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense of settlement or payment.

**11. INSTALLATION** - If this order required the removal of Contractor's equipment or employees on County premises such equipment or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and the regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payment of all other taxes imposed upon the employee. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. Contractor agrees to furnish material and services for construction and improvement for a lump sum amount. Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

**12. NON-DISCLOSURE** - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the specific order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

**13. CONDITION FOR ASSIGNMENT** - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

**14. CHANGES** - The Purchasing Manager may, at any time, by written order and without notice to the Supplier, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications and where the supplies to be furnished are to be specially manufactured for the County, in accordance therewith, (ii) method of shipping or packing and (iii) date of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changes are not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim at any time prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as directed.

15. Supplies are of domestic origin unless indicated by contract supplier.

**16. INVOICING AND PAYMENT -** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, so provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

**INTEREST PENALTIES:** Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

**17. DISCOUNTS** - On any discounts, time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

**18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

**19. CONVICT LABOR.** In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Pub. Law 84-126, September 10, 1965 (18 U.S.C. 4081(c)(2)) and Executive Order 11255, September 12, 1965.

[illegible]

**21. CONTINGENCIES** - If the party shall be liable for delays or defaults due to acts of God or a violent act of a public enemy, war, fire, flood, epidemic, strike, labor trouble, freight, embargo, or any condition reasonably beyond its control, this party so affected upon prompt written notice to the other party shall be relieved of its obligations. Hereunder to the extent permitted by law or restriction. At Grand's option, payment so omitted shall be made in full to the vendor, in the number of days not over one month, though such might have been paid at the date of the

[illegible][illegible][illegible][illegible][illegible]

**NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS**

Downloaded from <http://ajph.org/> on November 10, 2015

- [illegible]

7. The contract shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order and incorporated by reference to regulations, or orders of the Secretary of Labor issued pursuant to section 104, Executive Order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such action by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, sex, or age, or national origin.

Escambia County Public Works Department  
 Engineering Division  
 3363 W. Park Place  
 Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1) Date: 5/19/2014

2) Project name: ENGRLODD0414-06

3) Contract No: 10-11.065.5A

4) Description of Services to be Performed:

Request for funds is for emergency storm sewer repair, excavation, fill, and pavement repair of North Crow Road and surrounding right-of-way erosion caused by damage from the April Flooding incident. Scope of work will include, milling and replacement of a section of road, replacement of a storm junction box, replacement and reconnection of existing infrastructure to pre-existing conditions. The affected property owner will need the existing water meter relocated and the existing sprinkler system and landscaping would also need to be replaced.

5) Negotiated Cost of Construction: \$ 5 97,939.93

6) Location Work is to be Performed:

160 North Crow Road

7) Period of Time Services are to be Accomplished:

Starting Date of Work: 5/19/2012

Days to Complete: 30

Completion Date of Work: 6/18/2012

8) Estimate of Items from Unit Bid Schedule Required for this Work Order or Upon Issuance of Notice to Proceed

Schedule for Work Requested and Received

Project Manager

Work Order Approved

Division Chief

Negotiated Work Order Accepted

Contractor Representative

Work Order Completed

Contractor Representative

Date:

5/19/2014

Date:

5/19/2014



North Crow Road  
Emergency Repairs 2014-1-065 General Paving and Drainage Pricing Agreement  
ENGL0000014-06 Valid From October 1, 2013 till September 30, 2014

Hendon Brothers Construction  
Company, Inc.

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01100	00101	Performance Bond	1	Per 1000	\$15.00	\$
02100	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,300.00	\$1,300.00
03100	00102	Cleaning and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2333	933	SY	\$2.00	\$1,866.00
04100	00101	Earthwork Excavation by machine, County Specs 230C	165	CY	\$4.50	\$742.50
04100	00103	Earthwork Fill, County Specs 2300	165	CY	\$8.75	\$1,443.75
04100	00104	Provide Fill Along Road Shoulder (Truck Measures)	20	CY	\$9.50	\$180.00
04100	00108	Remove and Replace Unsuitable Materials	20	CY	\$14.05	\$281.00
04100	00118	Dewatering Pump	14	Cay	\$200.00	\$2,800.00
05200	00103	1 1/2" County Spec 2900 Type SP 12.5 Asphalt Concrete Surface less than 1500sy	150	CY	\$7.25	\$1,087.50
05500	00103	Mill Existing Asphalt, 1.5" - 3" thickness, less than 1500sy	50	LF	\$10.00	\$1,500.00
05700	00111	Saw cut Existing Asphalt	40	LF	\$2.50	\$100.00
06100	00133	10" Stabilized Subgrade, County Spec 2302, less than 1000sy	150	SY	\$1.70	\$255.00
06200	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	130	SY	\$12.00	\$1,560.00
07800	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,000.00	\$1,000.00
07900	00101	Steel Post for Guardrail, FDOT Index 400	2	EA	\$220.00	\$440.00
08500	00101	Saw cut Existing Concrete	20	LF	\$20.00	\$400.00
08600	00106	Flowable Fill, over 10"y	25	LF	\$180.00	\$4,500.00
09100	00444	8" Dia. Structure Bottom, FDOT Index 200, 6-12" depth	1	EA	\$7,663.00	\$7,663.00
09100	00501	Storm Manhole, D-Fit as-pld	1	EA	\$1,650.00	\$1,650.00
09100	00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$350.00	\$350.00
09200	00709	24" RCP Pipe, 0'-6" depth, less than 60'	24	LF	\$38.00	\$912.00
09500	00105	Pipe Removal, 36" and larger, over 60'	98	LF	\$15.00	\$1,470.00
09500	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$850.00	\$850.00
09500	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	5	CY	\$85.00	\$425.00
11200	00101	1" Water Service Line - Short, less than 120'	30	LF	\$300.00	\$9,000.00
11400	00102	Roadjust Water Meter	0	EA	\$220.00	\$0.00
11400	00103	Relocate Water Meter	2	EA	\$510.00	\$1,020.00
11400	00104	Roadjust Water Valve	1	EA	\$220.00	\$220.00
13100	00101	Centex Sod Street, less than 1000sy	500	SY	\$2.60	\$1,300.00
13300	00101	Silt Fence Type III, less than 500'	150	LF	\$2.30	\$345.00
13400	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	10	CY	\$75.00	\$750.00

Sub Totals 0 \$45,615.76

Performance and Payment Bond (Required for projects over \$25,000.00)

Grand Total \$46,299.98

Balance of Line (may not exceed 25% of total cost)

	Qty	Units	Unit Price	Ext Cost
MOT @ 5% Sub Total	1	LS	\$2,280.79	\$2,280.79
14" X 7" Structure Bottom, FDOT Index 200, 6-12" depth, includes crane rental	1	EA	\$33,667.00	\$33,667.00
Manhole top with bolt-down lid	1	EA	\$825.00	\$825.00
54" RCP Pipe, 6'-12" depth, over 60'	55	LF	\$149.00	\$14,900.00

Balance of Line Total

Additional Performance and Payment Bond

Revised Grand Total with BOL

*(Signature)*  
5-20-14  
R. H. Henders

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32506**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: North Crow Road Emergency Repairs  
 Project ID: ENGFL0000414-06  
 Location: 160 North Crow Road  
 Project Manager: TJ Williams  
 Date: 5/19/2014

Jay Jones 5/19/14  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

Request for funds is for emergency storm sewer repair, excavation, fill, and pavement repair of North Crow Road and surrounding right-of-way erosion caused by damage from the April Flooding incident. Scope of work will include, milling and replacement of a section of road, replacement of a storm junction box, replacement and reconnection of existing infrastructure to pre-existing conditions. The affected property owner will need the existing water meter relocated and the existing sprinkler system and landscaping would also need to be replaced.

Attached backup documentation 2 page(s).  
 RFF/NTF Start Date 5/19/2012 or U.S. Insurance or Notice to Proceed  
 Time shall be increased/decreased by 30 calendar days.  
5/19/2012 Completion date

		Delegated	Required
<b>Balance of CIP Project</b>			
Funds for Original Construction Contract			
Funds for Construction COI			
Contract PD _____ Contractor _____			
Funds for Original Task Order			
Funds for Addendum # _____ Consultant _____			
Task Order PD _____			
Funds for Original Work Order			
Funds for Change Order # _____ Contractor <u>Horton Brothers Construction</u>		\$	<u>97,939.03</u>
Contract PD <u>10-11.005. 5A</u>			
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____ Contractor _____			
Funds for _____			
<b>New Balance of CIP Project</b>		\$	<b>(97,939.03)</b>

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	

County Engineer Signature \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Posted to Expenditure  
 Date \_\_\_\_\_

PURCHASE ORDER NO. 141330-1

CHANGE DATE: 07/28/14

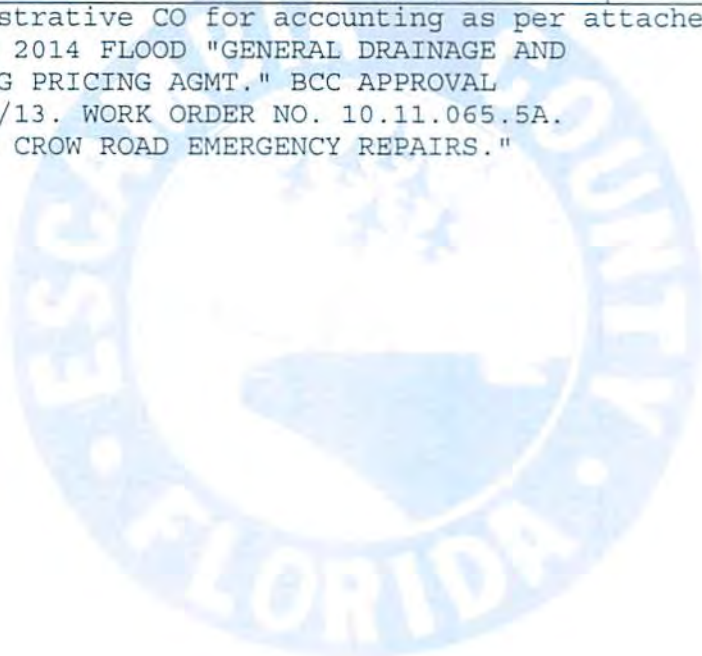
## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V  
E  
N  
D  
O  
R  
081314  
HEATON BROTHERS CONSTRUCTION CO INC  
5805 SAUFLEY FIELD RD  
PENSACOLA FL 32526-9482

S  
H  
I  
P  
T  
O  
ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 14001510		REQ. DATE: 05/20/14	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
Administrative CO for accounting as per attached.							
01	.00	LOT	APRIL 2014 FLOOD "GENERAL DRAINAGE AND PAVING PRICING AGMT." BCC APPROVAL 09/16/13. WORK ORDER NO. 10.11.065.5A. NORTH CROW ROAD EMERGENCY REPAIRS."		.0000	.00	
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ .00		
01	330491	56301	67,216.69	ESCPW37	TOTAL \$ .00		
01	330491	56301	-67,216.69				

APPROVED BY



## GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** The terms, specifications and drawings included in this order when duly executed constitute the entire Agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

**2. DELIVERIES - INSPECTION AND ACCEPTANCE.** Delivery, inspections and acceptance will be at destination, unless otherwise provided. Unloading, delivery and acceptance and any rejections, risk of loss will be on the Contractor unless that results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are required for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each commodity within applicable variations, if any. If the Contractor delivers and the County receives quantities of any form in excess of the quantity called for (after considering any applicable variations in quantity) such excess quantities will be stored as being delivered for the convenience of the Contractor. The County may return such excess quantities up to \$100 in value without compensation to the interested parties. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained in order for the County at the contract unit price.

**4. DELIVERIES** - In the event the vendor fails to deliver material of the quantity or within the time specified, the County may, cancel order at any time, in whole or in part. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

**5. DELIVERY TICKETS** - All delivery tickets are subject to agreement with the second listed delivery ticket, or sales slip, in the date, which shall state the following information:

- 1 Name of supplier
- 2 Purchase Order
- 3 Contract ID
- 4 Cntr number
- 5 Itemized list of goods with a reference list item

6. Quantity and price are defined in a way that can apply to different unit sizes and extensions need not be identical, consistent with the use of automated systems to compute the value of farm assets for both estimation and

1. *Use of the term "disability"*

Each delivery, including 177 copies, returned copy, of the related delivery, but including the corrected copies and

Reference to the supplier's report "On the economic, integrity, business and  
financial" is made.

[illegible]

- Report any damage to the merchandise in the shop and the delivery personnel at the time of receiving the merchandise.
- Report any damage to the merchandise after the carrier and contract supplier confirm a claim report within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- Report the loss and/or damage to the carrier and contract supplier immediately and inform the performance of the carrier and contract supplier to the contract supplier.

4. Provide the country's support with a copy of the pattern 800 of Landing and damage report in the report

[illegible]

**8. TAXES** - Counties are exempt from Federal, State, and transportation charges, and any Federal, State, or County property transportation charges. For County tax, the County will not reimburse for the taxes paid. Counties are exempt from State Sales Tax.

**9. WARRANTIES**—In addition to the warranties established by statute in commercial or domestic law, there is no other contract or warranty made by the material or service provider hereunder. The contractor warrants that the workmanship and materials furnished or adapted to the County, and shall be of best quality, and that the sufficient responsibility for the design and adaptation of the merchandise, and the material and workmanship, and the form of patent and latent defects in the County, will be given to the contractor, and the contractor will not dispute that the contractor is liable to the County for the quality of the design, and the contractor is responsible for the design, design, workmanship and material used, which shall be made apparent within twelve months of the date of the County or the contractor's receipt.

**10. PATENTS** - Contractor or applicant and indemnity County spend \$1,000,000,000 in the period of the term of the contract to develop and defend any intellectual property by any of the subcontractor/predecessor. Contractor or defend in the state and federal courts in proceeding through appeal and County for such enforcement (under the state or federal court) of the enforcement of such proceeding and higher authority of trial and appellate by the County for the defense in settlement direct

[illegible]

**12. NON-DISCLOSURE** Applicant certifies that Applicant or the County, in any instance, shall not disclose or reveal to a third party the details, confidential or any, information on matters made to the public order of County or use reproduction thereof in any promotional media or reveals that County is purchasing the materials ordered hereunder.

**13. CONDITION FOR ASSIGNMENT** - This contract or purchase order shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

**14. CHANGES** - The Purchasing Manager may, at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (a) drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the County and contract there with, (b) method of shipping or packing and its place of delivery if any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager. He decides that the facts justify such action, may receive and act upon any such claim at any time prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. **INVOICING AND PAYMENT** - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed. After delivery and acceptance of goods, less Deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay of processing invoices for payment.

**INTEREST PENALTIES:** Payment shall be made in accordance with Section 218.701, Florida Statutes which states the contractor's notes and County's responsibilities concerning interest penalties and time limits for payment of invoices.

**17. DISCOUNTS** - On any discounts there will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

**18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may, then, file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. **CONVICT LABOR** - In connection with the performance of work under this contract, the contractor agreed not to employ any person undergoing sentence of imprisonment except as provided by Public Law 85-175, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11255, December 29, 1963.

**20. COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage fee, or other profit fee, excepting bona fide employees of bona fide established commercial or sales agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability, or in the discretion to deduct from the contract price or compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**21. CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government, strikes, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or other general emergency situations beyond its control. The party so affected may, at its option, suspend its performance until such time as the cause of such emergency shall have been removed. Hereunder to the extent of such suspension of performance, all County's obligations to deliver to entitled shall be made or not be made to the extent of such suspension of such performance, even though such might have been otherwise still made if it

**22. GRATUITIES.** (a) The County may, by action of the Board of Directors, terminate the right of the Contractor to proceed under this contract if the Contractor offers and the Board of County Commissioners or duly authorized representative of the County, in the form of entertainment, gifts or gratuities, were offered or given by the Contractor to any elected representative of the Contractor, any officer or employee of the County, with a view to obtaining a contract or securing favorable treatment with respect to that performance of such contract provided that the existence of the facts herein set forth as to the Board of County Commissioners or their duly authorized representative make such gifts or gratities to be given and not believed in any contract. (b) In the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled to pursue the same entered as against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (c) As a penalty, in addition to any other damages to which it may be entitled to or to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be at least as great as the amount that it may be entitled to the costs incurred by the Contractor in procuring such contract and to any and other or employee. (d) The rights and remedies of the County provided in this paragraph shall be cumulative and are in addition to any other rights in this contract and to any other order or contract.

**23. TERMINATION FOR DEFAULT.** The Client and Contractor shall not be deemed to have terminated this contract in whole or in part for failure of the Contractor to perform any provisions herein, in itself, even if the Contractor shall be liable for damages, including the usual cost of reworking or remedial work, if the Contractor provides that it (a) is determined for any reason that the Contractor was not in default or (b) the Contractor fails to perform without the usual cost of reworking or remedial work. In consequence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "sub-contractor" and "subcontractors" shall include the Client and the Contractor.

**24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is terminated, it shall be terminated as to the Contract quantity and compensation for goods delivered up to the date of termination at the discretion of the County. In the event that this contract is terminated, the County shall be obligated for payment in accordance with the payment provisions of this contract for services rendered up to the effective date of termination.

**25. ASSIGNMENT OF CLAIMS** - Claim for damages due to be made due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (35 U.S.C. 261). However, payments to an assignee of the claim under this contract shall not to the extent provided in said act as amended be subject to the rights of setoff (see Clause 13).

26. **EXTENT OF OBLIGATION** - The County is obligated under a final type Purchase Order only, to the extent it authorized call actually placed against the instrument.

**27. PRICING** - The Prices for the County for all purchases made in full agreement shall be as low as possible that those charged the suppliers and if a third customer in addition to any discounts

**NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS**

During the performance of the contract, the cost after a year is follows:

[illegible]

2. The contractor will not discriminate in advertising, recruitment, or employment based by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the

agency contracting officer, advising the labor union or workers representative of the contractor's commitment under section 301 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11046 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and with such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding

Upon each subcontract of vendor. The contractor will take such action with respect to a subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such action by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.



118

## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: <b>081314</b>	Vendor Name: <b>HEATON BROTHERS CONSTRUCTION CO</b>	P.O. Number: <b>141273</b>	C.O. Number: <b>1</b>
Project Number: <b>ESCPW15</b>	P.D. Number: <b>10.11.065.5B</b>	Date: <b>07/24/14</b>	
Department: <b>PUBLIC WORKS/ENGINEERING</b>			

Notes for Modifying the Scope of Award:

**Administrative Change Order for accounting purposes only moving balance of Purchase Order No. 141273 to cost center (330492) and adding Project Number (ESCPW15) to the Purchase Order for Copper Ridge and Man-O-War April 2014 Flood. CIP: Copper Ridge and Man-O-War April Flood 2014 Crow Road Emergency Repair April 2014 Flood**

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: <input type="text"/>	Quantity Adjustment: <input type="text"/>	Amount: <input type="text"/>
Deleting Dollars from Line Item No: <input type="text"/>	Adjustment: <input type="text"/>	Amount: <input type="text"/>

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	<b>\$3,283.50</b>
Net Dollars added or subtracted:	<b>\$0.00</b>
New Purchase Order Total Dollars:	<b>\$3,283.50</b>
New Contract Total Dollars:	<b>\$13,275.50</b>
Net Dollars added or subtracted:	<b>\$0.00</b>
New Contract Total Dollars:	<b>\$13,275.50</b>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330491	56301		-\$3,283.50	\$0.00
330492	56301	ESCPW15	\$3,282.50	\$3,282.50

3283.50

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by: *Janet R. Bennett*  
Janet R. Bennett, Escambia County BCC, Public Works, Engineering, email: janet.bennett@escambia.net, 2014-07-24 07:55:27 -0400

Contract Administrator's Certification & Approval: *Ray Jones*

Office of Purchasing Review Agent: *Janet R. Bennett*

Department Director: *Janet R. Bennett*

County Administrator's Approval: *Janet R. Bennett*

Date: 7-29-14  
 Date: 7-28-14  
 Date: 7/28/14  
 Date: 7/28/14

RECEIVED  
14 JUL 28 AM 11:09  
ESCAMBIA COUNTY  
PURCHASING DEPARTMENT

PURCHASE ORDER NO. 141273

## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11 101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4982

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
escambia\_invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAUL CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V  
E  
N  
D  
O  
R  
191314  
HEATON BROTHERS CONSTRUCTION CO INC  
5905 SAUFLEY FIELD RD  
PENSACOLA FL 32526-9482

S  
H  
I  
P  
T  
O  
ENGINEERING  
ENGINEERING DEPARTMENT  
1363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LUMBERT

ORDER DATE: 05/27/14 BUYER: JOSEPH PILLITARY REQ NO: 14001474 REQ DATE: 05/19/14

TERMS: NET 30 DAYS F.O.B. DESC: CONTACT MARIO MONREAL AT

ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LCT	CONTRACT PD 10-11.065, WORK ORDER 10-11.065.5B "COOPER RIDGE AND MAN-O-WAR REPAIR" APRIL 2104 FLOOD EVENT	13275.5000	13,275.50

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,275.50
01	000491	56301		TOTAL \$	13,275.50

APPROVED BY



Original Purchase Order

SURGARD PENTAMATION  
 DATE: 07/23/2014  
 TIME: 13:31:19  
 SELECTION CRITERIA: encedgr.enc\_no='141273'

ESCAMBIA COUNTY BOCC  
 ENCUMBRANCE ACTIVITY REPORT

PAGE NUMBER: 1  
 STAT61  
 ORDERED BY NUMBER

ENCUMBRANCE COST CENTER	ACCOUNT	PROJ/TAS ACCOUNT	VENDOR	NAME	ORIGINAL	CHANGES	PAYMENTS	SALES TAX	USE TAX
DATE	CHECK NO	DESCRIPTION							
141273-01 330491	16301		081314	HEATCH BROTHERS CONSTRUCTION CO INC					
05/20/14		CONTRACT PD 10-11.045, NO			13275.50				
07/22/14	V11510	ESCPW15 COPPER RIDGE/					9992.00		
BALANCE									3283.50
TOTAL REPORT					13275.50	0.00	9992.00	0.00	0.00
ENCUMBRANCE BALANCE									3283.50

RUN DATE 07/23/14 TIME 13:31:19

SURGARD PENTAMATION - FINANCEPLUS

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: <b>081314</b>	Vendor Name: <b>HEATON BROTHERS CONSTRUCTION CO</b>		
Project Number: <b>ESCPW37</b>	P.O. Number: <b>141330</b>	C.O. Number: <b>2</b>	
Department: <b>PUBLIC WORKS/ENGINEERING</b>	P.D. Number: <b>10.11.065.5A</b>	Date: <b>08/18/14</b>	

**Notes for Modifying the Scope of Award:**

**Administrative Change Order for accounting purposes only moving balance of Purchase Order No. 141330 to correct Object Code (54612) to the Purchase Order for North Crow Road Emergency Repair April 2014 Flood. CIP: North Crow Road Emergency Repair April 2014 Flood**

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: <input type="text"/>	Quantity <input type="text"/>	Adjustment: <input type="text"/>	Amount: <input type="text"/>
Deleting Dollars from Line Item No: <input type="text"/>		Adjustment: <input type="text"/>	Amount: <input type="text"/>

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars:	<b>\$67,216.69</b>
Net Dollars added or subtracted:	<b>\$0.00</b>
New Purchase Order Total Dollars:	<b>\$67,216.69</b>
 New Contract Total Dollars:	 <b>\$97,939.93</b>
Net Dollars added or subtracted:	<b>\$0.00</b>
New Contract Total Dollars:	<b>\$97,939.93</b>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330491	56301	ESCPW37	-\$67,216.69	\$0.00
330491	54601	ESCPW37	\$67,216.69	\$67,216.69

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Administrator's Certification & Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Office of Purchasing Review Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator's Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **081314**  
Project Number: **ESCPW37**  
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **HEATON BROTHERS CONSTRUCTION CO**  
P.O. Number: **141330** C.O. Number: **1**  
P.D. Number: **10.11.065.5A** Date: **07/24/14**

Notes for Modifying the Scope of Award:

**Administrative Change Order for accounting purposes only moving balance of Purchase Order No. 141330 to cost center (330492) and adding Project Number (ESCPW37) to the Purchase Order for North Crow Road Emergency Repair April 2014 Flood. CIP: North Crow Road Emergency Repair April 2014 Flood**

To Modify Existing Purchase Order:

Adding Dollars to Line Item No:	Quantity	Adjustment:	Amount:
Deleting Dollars from Line Item No:		Adjustment:	Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars:	\$67,216.69
Net Dollars added or subtracted:	\$0.00
New Purchase Order Total Dollars:	\$67,216.69
New Contract Total Dollars:	\$97,939.93
Net Dollars added or subtracted:	\$0.00
New Contract Total Dollars:	\$97,939.93

*Handwritten: 01054412*

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330491	56301		-\$67,216.69	\$0.00
330491	56301	ESCPW37	\$67,216.69	\$67,216.69

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: \_\_\_\_\_

*Handwritten signature: Robin A Lambert*

Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, ou=Public Works,  
ou=Engineering,  
email=rlambert@maryland.gov, c=US  
Date: 2014.07.24 08:49:27 -0500

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

Contract Administrator's Certification & Approval: \_\_\_\_\_

*Handwritten signature: Jay Jones*

Digitally signed by Jay Jones  
DN: cn=Jay Jones, ou=Engineering, ou=Public  
Works, email=jay.jones@maryland.gov, c=US  
Date: 2014.07.24 09:05:15 -0500

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

Office of Purchasing Review Agent: \_\_\_\_\_

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

Department Director: \_\_\_\_\_

Digitally signed by Jay D. Blackman, Jr.  
DN: cn=Jay D. Blackman, Jr., ou=Public Works,  
ou=Engineering, email=jay.blackman@maryland.gov, c=US  
Date: 2014.07.24 09:05:15 -0500

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

County Administrator's Approval: \_\_\_\_\_

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

PURCHASE ORDER NO. 141330-1

CHANGE DATE: 07/28/14

## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

I  
N  
V  
O  
I  
C  
E  
PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

081314  
HEATON BROTHERS CONSTRUCTION CO INC  
5805 SAUFLEY FIELD RD  
PENSACOLA FL 32526-9482

S  
H  
I  
P  
T  
O  
ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 05/20/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 14001510		REQ. DATE: 05/20/14	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: CHANGE ORDER - 1		
ITEM#		QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION
01		.00	LOT	Administrative CO for accounting as per attached. APRIL 2014 FLOOD "GENERAL DRAINAGE AND PAVING PRICING AGMT." BCC APPROVAL 09/16/13. WORK ORDER NO. 10.11.065.5A. NORTH CROW ROAD EMERGENCY REPAIRS."		.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	.00
01	330491 56301	67,216.69	ESCPW37	TOTAL \$	.00
01	330491 56301	-67,216.69			

APPROVED BY

Original Purchase Order

**From:** Sharon Harrell (COC)  
**Sent:** Wednesday, July 30, 2014 4:40 PM  
**To:** Robin F. Lambert  
**Cc:** Belinda Justin (COC); Kara Cowen (COC); Justin Smith (COC); Donna Brewton (COC)  
**Subject:** RE: New Account -112 fund  
**Attachments:** 112.54612 Capital R&M-Flood.pdf

Hi Robin,

Thank you for taking the time to discuss the flood damage costs with Justin, Belinda and myself.

The new account set up in fund 112 in the cost centers is 54612. If you have to do a change order or new purchase orders for any damage due to the flood which would include roads/bridges/drainage/ponds/design/damage assessments etc.) please use this account number. If there are any other questionable items, please give Justin or myself a call.

We will move any existing balances that are in 56301 via journal entry, so you will just need to make any changes going forward.

In our discussion with the Auditors, if there was an existing road/bridge or other capital item damaged this would fall into the repair category. If it is a new road or bridge constructed where there was none, that that would be capital.

Thanks,  
Sharon

**Sharon Harrell, CPA**  
**Manager, Financial Reporting/Grants**  
PAM CHILDERS, Clerk of Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502-5843  
☎ 850-595-4825  
✉ [SHarrell@escambiaclerk.com](mailto:SHarrell@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

---

*Notice: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email and your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.*

---

**From:** Sharon Harrell (COC)  
**Sent:** Tuesday, July 29, 2014 11:20 AM  
**To:** Justin Smith (COC); Donna Brewton (COC)  
**Cc:** Belinda Justin (COC); Beth Parker (COC); Kara Cowen (COC)  
**Subject:** New Account -112 fund

I set up account number 54612 in the 112 fund for use in re-classing repairs to capital items.

**Sharon Harrell, CPA**  
**Manager, Financial Reporting/Grants**  
PAM CHILDERS, Clerk of Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Issuance of Purchase Orders

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, accepting, for information, and ratifying the issuance of the following Purchase Orders in excess of \$50,000.00 issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure, and for measures taken to protect the health and safety in severely affected areas (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 – Category B – Emergency Protective Measures):

<b>P.O. Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Description</b>
141179	Asplundh Tree Expert Co.	\$100,000.00	Disaster Debris Removal
141184	Motorola Solutions, Inc.	\$87,554.00	Replacement of Radios for Jail
141185	Leidos, Inc.	\$50,000.00	Disaster Debris Monitoring
141196	Crowder-Gulf	\$100,000.00	Disaster Debris Removal
141214	Crowder-Gulf	\$50,000.00	Manage Residential Drop Off Site
141244	Roads, Inc., of NWF	\$341,650.86	Repairs to Blue Springs
141264	Maxim Healthcare Services, Inc.	\$112,000.00	RN and LPN Services for Jail
141286	HDR Engineering, Inc.	\$98,600.00	Emergency Operations
141288	Atkins North America, Inc.	\$63,499.85	Preliminary Assessment
141297	HDR Engineering, Inc.	\$119,424.06	Damage Assessment Ponds
141317	Dewberry Consultants, LLC	\$150,000.00	Disaster Consulting

(Continued on Page 42)



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Continued...

<b>P.O. Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Description</b>
141325	Panhandle Grading & Paving, Inc.	\$96,272.48	Repairs to Dog Track Road
141328	Utility Service Company, Inc.	\$179,342.13	Repairs to Myrtle Grove Park
141330	Heaton Brothers Construction Co., Inc.	\$97,939.93	Repairs to North Crow Road
141331	Department of Community Corrections	\$876,000.00	Inmate Lodging
141346	Walton County Sheriff's Office	\$1,368,750.00	Inmate Lodging
141348	Bob Barker Company, Inc.	\$55,000.00	Jail supplies
141347	Santa Rosa County Sheriff's Office	\$2,828,750.00	Inmate Lodging
141356	Baskerville-Donovan, Inc.	\$82,818.34	Design Old Corry Road
141362	Panhandle Grading & Paving, Inc.	\$455,980.76	Repairs to Johnson Avenue
141369	Ingram Signalization, Inc.	\$387,134.00	Repairs to Signal Cabinets
141374	Lakeview Center, Inc.	\$50,000.00	Mental Health Counseling
141379	Roads, Inc., of NWF	\$418,905.33	Crescent Lake Sediment Removal
141382	Bryan D. Krause d/b/a Nursefinders of Pensacola, LLC	\$112,000.00	Inmate Care Assistance
141383	Panhandle Grading & Paving, Inc.	\$142,688.60	Lake Charlene Roadway

For Information: Commissioner Robinson disclosed that he serves on the Baptist Healthcare Foundation Board; however, he has no business dealings with Baptist Healthcare at this particular time.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6673

County Administrator's Report 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Supplemental Budget Amendment #255 - Beach Road Bond Payment

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #255 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #255, Bob Sikes Toll Bridge Fund (167) and Debt Service Fund (203) in the amount of \$11,896, to transfer additional funds to make the the debt service payment for the widening of Via de Luna Drive. The Santa Rosa Island Authority (SRIA) no longer contributes funds for this debt service. Now, all funding will come from the Bob Sikes Toll Bridge Fund going forward to cover the respective debt payments.

#### **BACKGROUND:**

Additional funds are needed for the required debt services payment for the widening of Via de Luna Drive on Pensacola Beach. 100% of the funding must now come from the Bob Sikes Toll Fund since the BCC forgave Santa Rosa Island Authority's obligation to help pay for the loan.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 203 in order to make the debt service payment by \$11,896.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

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

N/A

---

**Attachments**

SBA# 255

---

**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, additional funds are needed for the debt services payment now that the Board has forgiven Santa Rosa Island Authority's obligation to help pay the loan that was created to widen Via de Luna Drive on Pensacola Beach.

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:

Bob Sikes Toll Bridge Fund	167		
Debt Service Fund	203		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Transfer from Fund 167	203	381167	11,896
<b>Total</b>			<b>\$11,896</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Debt Service Interest	203/110249	57201	11,896
Reserves	167/140302	59801	(11,896)
Transfer to Fund 203	167/140304	59101	11,896
<b>Total</b>			<b>\$11,896</b>

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:  
ERNIE LEE MAGAHA  
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  
# 255





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6691

County Administrator's Report 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Supplemental Budget Amendment #261 - 2014 FTA Grant FL90-X848-00

From: Amy Lovoy

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #261 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #261, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$3,010,552, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

#### **BACKGROUND:**

On April 29, 2014, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for the 2014 FTA Grant# FL90-X848-00, and these funds need to be recognized to be used for capital and operations. The capital items being purchased are:

3 - Replacement 30ft Buses  
1 - Replacement Bus < 30ft  
5 - Bus Shelters  
Bus Security Equipment

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 104 by \$1,858,552 and Fund 320 by \$1,152,000. The requested \$186,081 match will come from the gas tax and any additional match requirements will come from Florida toll revenue credits.

#### **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# 261

---

**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 County Budget.

WHEREAS, The Escambia County was awarded the 2014 FTA Grant (FL90-X848) by the Federal Transit Administration for capital projects and ECAT operations, 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:

Mass Transit Fund	104		
FTA Capital Projects	320		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
2014 FTA Grant FL90-X848	104	331471 (new)	1,858,552
2014 FTA Grant FL90-X848	320	331472 (new)	1,152,000
<b>Total</b>			<b>3,010,552</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Professional Services	104/320401	53101	100,000
Fixed Route Bus Costs	104/320401	53404	1,451,914
ADA Paratransit Costs	104/320401	53405	306,638
Improvements other than Buildings	320/320424 (new)	56301	31,000
Machinery & Equipment	320/320424 (new)	56401	1,121,000
<b>Total</b>			<b>3,010,552</b>

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  
# 261



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6713

County Administrator's Report 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Supplemental Budget Amendment #263 - Florida Department of Environmental Protection Grant Award No. WQ015

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

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

A. Adopt the Resolution approving Supplemental Budget Amendment #263, Other Grants and Projects Fund (110) in the amount of \$285,399, to recognize proceeds from the Florida Department of Environmental Protection (FDEP) Grant Contract No. WQ015, and to appropriate these funds for monitoring low impact design best management practices at the Escambia County One Stop Office Building; and

B. Approve the establishment of one new Environmental Technician under the Community & Environment Department; the position is to be funded by the Grant.

#### **BACKGROUND:**

On June 26, 2014, the Board accepted FDEP Grant Contract No. WQ015 in the amount of \$285,398.80, and those funds are being appropriated with this amendment. The grant provides funds for monitoring low impact design best management practices at the Escambia County One Stop Office Building, and includes an amount for hiring a new Environmental Technician. No matching funds are required.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$285,399.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

The grant provides funds for one new Environmental Technician position.

**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#263

---

---



**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 County Budget.

WHEREAS, Escambia County will receive grant funds from the Florida Department of Environmental Protection for monitoring low impact design best management practices at Escambia County One Stop Building, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
FDEP LID Monitoring	110	334xxx (new)	285,399
<b>Total</b>			<b>285,399</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Regular Salaries	110/221021	51201	145,779
Other Contractual Services	110/221021	53401	122,820
Repair and Maintenance	110/221021	54601	1,200
Operating Supplies	110/221021	55201	5,600
Macinery and Equipment	110/221021	56401	10,000
<b>Total</b>			<b>285,399</b>

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.

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

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

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#263

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6712

County Administrator's Report 11. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Federally Funded Public Assistance Agreement (FEMA-4177-DR-FL)

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Severe Storms, Tornadoes, Straight-Line Winds, and Flooding (FEMA-4177-DR-FL) Federally Funded Public Assistance Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Severe Storms, Tornadoes, Straight-Line Winds, and Flooding (FEMA-4177-DR-FL) Federally Funded Public Assistance Agreement, Contract Number: 15-SP-8Z-01-27-02-500, which is necessary for Escambia County to receive Federal and State financial assistance:

- A. Approve the Federally Funded Public Assistance Agreement; and
- B. Authorize the Chairman to sign the Agreement.

#### **BACKGROUND:**

On May 6, 2014, disaster declaration FEMA4177-DR-FL authorized public assistance for Escambia County for damages caused by the April 30, 2014, flooding event. Approval of this Agreement is necessary for Escambia County to receive Federal and State financial assistance.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Agreement is necessary.

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

N/A

---

**Attachments**

Federally Funded Public Assistance Agreement

---

Contract Number: 15-SP-8Z-01-27-02-500  
Subgrantee: Escambia County  
FIPS Number: 033-99033-00

**Severe Storms, Tornadoes, Straight-Line Winds, and Flooding  
(FEMA-4177-DR-FL)  
Federally Funded Public Assistance Agreement**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereafter referred to as the "Grantee"), and Escambia County (hereafter referred to as the "Subgrantee").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

- A. On May 6, 2014 President Barack H. Obama issued a major disaster declaration designated FEMA-4177-DR-FL for the State of Florida as a result of Severe Storms, Tornadoes, Straight-Line Winds, and Flooding. As amended, the declaration authorizes Public Assistance in Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Calhoun, and Jackson Counties.
- B. The FEMA-State Agreement executed May 16, 2014, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

THEREFORE, the Grantee and the Subgrantee agree to the following:

(1) DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.
- B. "FEMA-State Agreement" is the agreement executed May 16, 2014, as amended, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4177-DR-FL.

(2) APPLICABLE LAW.

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

(3) FUNDING AND INSURANCE.

Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
- B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
- C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR §§ 206.252-206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(4) DUPLICATION OF BENEFITS PROHIBITION.

Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.



- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

**(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.**

Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

**(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.**

Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$120,000), which can be found at [www.FloridaPA.org](http://www.FloridaPA.org):
1. a request for reimbursement;
  2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders. Note that this will be created automatically within [floridapa.org](http://floridapa.org) as you submit your expenses along with reimbursement details;
  3. a request for final inspection;
  4. a signed Project Completion and Certification Report upon the completion of all projects; and
  5. the required information on the Project Completion and Certification Report specified by subparagraph (6)A. of this Agreement.

(7) COST SHARING.

The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

(8) PAYMENT OF COSTS.

Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The invoice from the Subgrantee requesting this reimbursement must include:
  1. a Request for Reimbursement available at [www.FloridaPA.org](http://www.FloridaPA.org);
  2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure), etc..., which is also available at [www.FloridaPA.org](http://www.FloridaPA.org); and
  3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.

In the event that funds are due back to the state on any federal grant, all payments will be applied to the receivable until satisfied.

- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
  1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  2. Subgrantee shall submit to Grantee the budget supporting the request;
  3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended within 90 days of the advance;
  4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under any Agreement was improper.

- E. Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (24) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment "E." Attachment "E" will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
- F. As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the subgrantee's assigned Financial Specialist as part of the Recipient's quarterly reporting as referenced in Paragraph 20 of this Agreement.
- G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the FEMA Office of the Chief Financial Officer, the State Chief Financial Officer or under Paragraph (3) or (7) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate and all overpaid funds shall be repaid to the Division within 45 days, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(9) FINAL PAYMENT.

Grantee shall disburse the final payment to Subgrantee upon satisfaction of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Paragraphs (6) and (8) of this Agreement;
- C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
- D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
- E. Subgrantee shall have requested final reimbursement.

(10) RECORDS MAINTENANCE.

The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the subgrantee account closeout by FEMA. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. The five year period may be extended for the following exceptions:
  - 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final account close out.
  - 3. Records relating to the acquisition of real property shall be retained for five years after final account close out.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

#### **(11) REIMBURSEMENT OF FUNDS.**

If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

#### **(12) REPAYMENT BY SUBGRANTEE.**

All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to the following address: **Cashier, Division of Emergency Management, 2556 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(13) AUDIT.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a subgrantee is a State or local government, or a non-profit organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$500,000 or more across all federal awards in its fiscal year, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
  - 1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
  - 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
  - 3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of the Inspector General, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** An electronic copy shall also be submitted (via email) to: [DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com), as well as uploaded to [floridapa.org](http://floridapa.org) on the subgrantee's main account page.
- E. If a subgrantee spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than \$500,000 in all federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.
- F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these Agreement provisions within forty-five (45) days after the Grantee has notified the subgrantee of such non-compliance.
- G. If an audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

Office of the Inspector General  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100



As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132.**

- H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)
- I. Any reports, management letters, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.
- J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- K. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with applicable regulations, the subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with applicable regulations within forty-five (45) days after the Grantee has notified the subgrantee of such non-compliance.
- L. A subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. If the subgrantee is a State agency, an audit conducted by the Florida Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

#### **(14)NONCOMPLIANCE.**

If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee shall withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Paragraph 24 of this Agreement.

#### **(15)NONDISCRIMINATION BY CONTRACTORS.**

Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.11, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

**(16)MODIFICATION.**

The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

**(17)TIME FOR PERFORMANCE.**

The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

**(18)CONTRACTS WITH OTHERS.**

If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts shall be uploaded by the subgrantee into [floridapa.org](http://floridapa.org).

**(19)LIABILITY.**

Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

**(20)REPORTS.**

Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B," and available on [www.FloridaPA.org](http://www.FloridaPA.org). The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer. The Grantee shall withhold payments from the subgrantee, due from any funding agreement, if the reports required under this section are not completed (with all required information) and timely submitted.

**(21)MONITORING.**

The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantees and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

**(22)MANDATED CONDITIONS.**

Subgrantee agrees to the following conditions:

- A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and

acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Grantee shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.
- H. A person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
  - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - 2. have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
  - 3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- N. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

**(23) TERM.**

This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.



**(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.**

- A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
  2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
  3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
  4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
  2. commence a legal action for the judicial enforcement of this Agreement;
  3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
  4. take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
- E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.
- F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to

Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

**(25) ATTACHMENTS.**

- A. All attachments to this Agreement, if any, are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it, if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

**Note:** All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at [www.FloridaPA.org](http://www.FloridaPA.org).

**(26) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.**

Should the Subgrantee desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a supplemental funding agreement covering specific aspects of the Alternative Procedures Package will be required of the Subgrantee prior to the payment of such funds by the State as Grantee.

**(27) NOTICE AND CONTACT.**

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

**Grantee:**

Evan Rosenberg, Bureau Chief  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Email: [evan.rosenberg@em.myflorida.com](mailto:evan.rosenberg@em.myflorida.com)

**(28) DESIGNATION OF AGENT.**

Subgrantee must complete Attachment "D" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

**SIGNATURE PAGE**

**Severe Storms, Tornadoes, Straight-Line Winds, and Flooding**  
**FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT**  
**(FEMA-4177-DR-FL)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

**FOR THE GRANTEE:**

DIVISION OF EMERGENCY MANAGEMENT

\_\_\_\_\_  
Governor's Authorized Representative

\_\_\_\_\_  
Date

**FOR THE SUBGRANTEE:**

Lumon J. May, Chairman, Board of County Commissioners, Escambia County, Florida

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Federal Employer Identification Number (FEIN): 59-6000598

State Agency Flair Number \_\_\_\_\_

**ATTEST: PAM CHILDERS**  
**Clerk Of The Circuit Court**  
BY \_\_\_\_\_  
**DEPUTY CLERK**

Approved as to form and legal  
sufficiency

By/Title \_\_\_\_\_

Date: 8/14/14

## **Attachment "A"**

### **Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subgrantee to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
8. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
9. It will (1) provide without cost to the United States and the Grantee all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Grantee free from damages due to the approved work or Federal funding.

10. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subgrantee by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Grantee shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subgrantee.

11. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

12. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

13. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

14. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

17. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

18. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

19. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

20. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

21. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.



22. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

23. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1968 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will comply with all appropriate environmental laws, including but not limited to:

- a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
- e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
- g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
- i.) The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

26. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

27. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

28. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

29. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

30. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

31. With respect to demolition activities, it will:

- a.) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b.) Return the property to its natural state as though no improvements had ever been contained thereon.
- c.) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
- d.) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
- e.) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
- f.) Leave the demolished site clean, level and free of debris.
- g.) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
- h.) Obtain all required permits.
- i.) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
- j.) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k.) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l.) Provide documentation of public notices for demolition activities.

32. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

33. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

34. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United Grantees shall, on the ground 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 subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the subgrantee, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

35. It agrees to comply with Executive Order 11246 as amended by Executive Orders 11375 and 12088, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

36. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.

37. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

38. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

39. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

40. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

41. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

## Attachment "B"

### Public Assistance Quarterly Report Available for Each Subgrantee on [www.FloridaPA.org](http://www.FloridaPA.org)

#### Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter and dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Selecting a project from the "Select Project" form will populate the form below. Reporting has been completed on projects that are grayed-out in the "Select Project" list.

Select Project:

Use this form for projects that are not 100% complete.

Type:	Category: G-18a-L	<a href="#">View Project</a>
Eligible Outlay:	\$66,754.00	
Work Deadline:	Dec 31, 2007	

#### General

	This Quarter	Previous Quarter
Anticipated Final Amount:	\$67,544.00	\$67,544.00
Expended To Date:	\$66,442.00	\$5,442.00
Work Percent Complete:	100.0%	100.0%
Estimated Completion Date:	Sep 30, 2007	Sep 30, 2007

#### Projected Funds to be Requested for Reimbursement

Estimate for FY2012-Q1: July-Sep:	\$0.00	\$0.00
Estimate for FY2012-Q1: Oct-Dec:	\$0.00	\$0.00
Estimate for FY2013:	\$0.00	\$0.00
Estimate for FY2014:	\$0.00	\$0.00
Estimate for FY2015:	\$0.00	\$0.00
Estimate for FY2016:	\$0.00	\$0.00

#### Status

Work Status:

Work Complete - Closeout Not Requested

Work Complete - Closeout Not Requested reported in previous quarter.

Close Status:

Choose One  
Nothing reported in previous quarter.

Comments:

Please report any response information regarding the progress of the project.

Project Status: ☐ Pending ☐ In Progress ☐ Complete ☐ Closed ☐ Cancelled ☐ Suspended ☐ Archived ☐ Deleted



#### Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required. Submit Time Extension.
- If the project is 100% complete a Request for Project Closure is required. Submit Project Closure.

**Attachment "C"**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
and  
Voluntary Exclusion**

**Subcontractor Covered Transactions:**

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Subgrantee's Name

\_\_\_\_\_  
Grantee Agreement Number



## Attachment "D"

<b>DESIGNATION OF SUBGRANTEE'S AGENT</b> <b>FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM</b> <b>Florida Division of Emergency Management</b>	
Sub-Grantee	
Escambia County	
<b>Primary Agent</b>	<b>Secondary Agent</b>
Agent's Name Amy Lovoy	Agent's Name Stephan Hall
Signature	Signature
Organization / Official Position Escambia County, Director, Management & Budget Services	Organization / Official Position Escambia County, Budget Manager
Mailing Address 221 Palafox Place, Suite 440	Mailing Address 221 Palafox Place, Suite 440
City, State, Zip Pensacola, Fl 32502	City, State, Zip Pensacola, Fl 32502
Daytime Telephone (850) 595-4960	Daytime Telephone (850) 595-4960
Facsimile Number (850) 595-4810	Facsimile Number (850) 595-4810
E-mail Address amy_lovoy@myescambia.com	E-mail Address stephan_hall@myescambia.com
<p>The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (<a href="http://www.floridapa.org">www.floridapa.org</a>) for full or read only access by the above authorized Agents.</p>	
<b>Chief Financial Officer</b>	<b>Sub-Grantee's Authority/Board/Commission</b>
Name Amy Lovoy	Official's Name Lumon J. May
Signature	Signature
Organization / Official Position Escambia County, Director, Management & Budget Services	Organization / Official Position Escambia County Board of County Commissioners, Chairman
Mailing Address 221 Palafox Place, Suite 440	Mailing Address 221 Palafox Place
City, State, Zip Pensacola, Fl 32502	City, State, Zip Pensacola, Fl 32502
Daytime Telephone (850) 595-4960	Daytime Telephone (850) 595-4900
Facsimile Number (850) 595-4810	Facsimile Number
E-mail Address amy_lovoy@myescambia.com	E-mail Address lumon_may@myescambia.com
Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes: Florida Division of Emergency Management	
Sub-Grantee's Fiscal Year (FY) Start	
Month: Day:	
Sub-Grantee's Federal Employer's Identification Number (EIN)	
-	
Sub-Grantee's FIPS Number (If Known)	
-	
Sub-Grantee Authority/Board/Commission Signature	

**Attachment "E"**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS</b> (list applicable line items)	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u></b> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b><u>For example</u></b> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

---



---



---



---



---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6490

County Administrator's Report 11. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Solid Waste Recycling PD 13-14.067

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Solid Waste Recycling, PD 13-14.067 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.067, Solid Waste Recycling, to Allied Waste Services of North America, LLC, at no cost to the County, and approve the Agreement for Recyclable Paper Materials between Escambia County and Allied Waste Services of North America, LLC.

#### **BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal on July 14th 2014, and one response was received.

Drop-Off Recycling sites were temporarily closed due to a combination of the West Florida Recycling facility shut down and increased contamination from the April 29th flood event debris. This service provides processing for the BCC's Drop-Off Recycling Program. Sites are located throughout the County for residential and commercial use. The number of Drop-Off sites has been revised to focus on the most productive sites.

Recycling material collected from the sites have historically been paper and paper materials consisting of minimum tonnage (approximately 25 tons/week). Costs to transfer this material out of County are estimated to be up to \$55.00 per ton to include tip fee, material, personnel and equipment. Allied Waste Services is a local vendor with the ability to process this type of material. Under this Contract no revenue or additional expenses are incurred by the County.

#### **BUDGETARY IMPACT:**

Funding: no impact on County Budget

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County attorney Kristin Hual prepared the Contract.

#### **PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract.

---

**Attachments**

Agreement

---

## **AGREEMENT FOR RECYCLABLE PAPER MATERIALS PD 13-14.067**

This Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and Allied Waste Services of North America, LLC, a foreign limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Company"), Federal Employer ID Number 20-1838910, with a principal address of 18500 North Allied Way, Phoenix, AZ 85054.

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises and covenants set forth in this Agreement, County and Company agree as follows:

### **TERMS AND CONDITIONS**

1. **SERVICES**. Subject to the terms and conditions contained in this Agreement, Company agrees to accept for processing non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper") (OCC and Mixed Paper, collectively, "Paper Materials") delivered by County (or on County's behalf) to Company's materials recovery facility located at 2910 North Palafox Street, Pensacola, FL 32501 (the "Facility").

2. **PAYMENT**. As of the Effective Date, Paper Materials will be accepted by Company at no charge to County; however, Company reserves the right to, in the future and in its sole discretion, charge County for Company's acceptance and processing of Paper Materials (a "Processing Fee"), and in such event shall provide ten (10) days prior written notice to County of Company's intent to charge such Processing Fee. County may either (i) agree to pay such Processing Fee according the terms and conditions of a written amendment to this Agreement, or (ii) reject the Processing Fee and terminate this Agreement as set forth in Section 3; such termination shall be County's sole and exclusive remedy if County determines that it does not wish to pay Company the Processing Fee.

3. **TERM**. This Agreement shall commence upon the Effective Date and continue until terminated by either party, with or without cause, upon the provision of seven (7) days prior written notice.

4. **NON-CONFORMING MATERIALS; EXCLUDED WASTE**. Paper Materials shall not contain any:

- (a) "Non-Conforming Materials", which, for purposes of this Agreement, means recyclable materials other than OCC and Mixed Paper; municipal solid waste; Class I or Class III waste (as defined in Florida Administrative Code 62.701.200, as amended); and construction and demolition debris (as defined in §403.703(17), Florida Statutes, as amended), or
- (b) "Excluded Waste", which, for purposes of this Agreement, means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special waste (defined as any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment), each as defined by applicable federal, state or local laws or regulations ("Applicable Laws"), and any other waste that Company is not allowed by permit or license to accept at, or has a possibility of adversely affecting, the Facility.

5. **NO REBATE**. County shall have no interest in and shall not realize any benefits from any revenues which may be derived by Company or Facility from the sale of any Recovered Materials or



Recyclables (as defined in §403.403, Florida Statutes, as amended) or otherwise generated from or by the processing of Paper Materials, or any other materials, at the Facility.

6. NO DISPOSAL FEE; NO FRANCHISE FEE. County agrees that, while this Agreement is in effect, Company will not be responsible or liable for payment of any disposal costs or franchise fees related to Non-Conforming Materials or Excluded Waste.

7. REPRESENTATIONS AND WARRANTIES.

- (a) The Paper Materials delivered to Company under this Agreement will not contain any Non-Conforming Materials or Excluded Waste;
- (b) All Paper Materials delivered to Company under this Agreement will meet the requirements of Company's licenses, permits and authorizations (to the extent Company has updated County regarding any changes in Company's licenses, permits and authorizations) and this Agreement; and
- (c) The drivers who deliver Paper Materials to the Facility have been advised of (i) Company's prohibition of deliveries of materials other than Paper Materials to the Facility and (ii) the terms of the license to enter the Facility.

8. REJECTION OF NON-CONFORMING MATERIALS AND EXCLUDED WASTE. Company has the right, in its sole discretion, to refuse, or to reject at any time after acceptance, any Non-Conforming Materials or Excluded Waste delivered to the Facility, and shall provide County with notice of such refusal or rejection. Upon receiving notice of refusal or rejection from Company, County shall immediately remove such Non-Conforming Materials or Excluded Waste from the Facility. Notwithstanding anything to the contrary in this Agreement or otherwise, if County delivers Non-Conforming Materials or Excluded Waste to the Facility, Company may, in its sole discretion and after prompt written notice to County, either divert the Non-Conforming Materials or Excluded Waste or remove, transport and dispose of the Non-Conforming Materials or Excluded Waste and charge County for the reasonable direct costs incurred to remove, transport and dispose of such Non-Conforming Materials or Excluded Waste. Company shall at no time take title to any Non-Conforming Materials or Excluded Waste, even if Company chooses to remove, transport and/or dispose of Non-Conforming Materials or Excluded Waste at County's expense.

9. SUSPENSION AND TERMINATION. Company may suspend or terminate this Agreement, in its sole discretion, for cause including without limitation delivery of Non-Conforming Materials or Excluded Waste, failure to pay Company charges, and failure to obey Applicable Laws or Company Rules (as defined below). If any amount due from County is not paid within thirty (30) days after the date of Company's invoice (or if a cash on delivery payment is required pursuant to this Agreement, upon delivery), Company may, without notice, suspend acceptance of Paper Materials until County has paid such amount to Company. If Company suspends service, Company may, in its sole discretion, allow County to resume use of the Facility conditioned upon payment of any amount due and owing from County.

10. COMPLIANCE WITH APPLICABLE LAWS; COMPANY RULES. County shall at all times comply with and obey all Applicable Laws related to the performance of its responsibilities under this Agreement, and County further agrees to comply with and obey all rules of the Company and directions of Company personnel, including, without limitation, rules or directions relating to the operation of the Facility, the conduct of personnel at the Facility, quantities and sources of material accepted at the Facility, traffic, work and safety directives, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility (collectively, "Rules"), as may be amended from time to time by Company. County, by execution of this Agreement, acknowledges receipt of Company Rules, attached hereto as Exhibit A.

11. INSPECTION OF MATERIALS; WEIGHING OF MATERIALS; ASSISTANCE.

- (a) County shall inspect all materials at the place of collection, and shall remove any Non-Conforming Materials and Excluded Waste before transporting materials to the Facility.

The Company shall have the right, but not the obligation, to inspect all trucks and loads of materials, including for the purpose of determining whether the materials are Paper Materials or Non-Conforming Materials or Excluded Waste. It is understood, however, that Company non-performance of any such inspections, or the failure of Company to detect Non-Conforming Materials or Excluded Waste despite such inspections, shall in no way relieve County of its obligations to deliver to the Facility only Paper Materials as detailed in this Agreement.

- (b) All materials shall be weighed or the volume measured at the Facility, and such weight or measurement shall be conclusive and binding on the parties.
- (c) In the event that County's vehicle becomes incapacitated or unable to move while on Facility premises, Company or Facility personnel may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstance, County agrees that neither the Facility nor Company, nor any personnel thereof, shall have liability for damage to County's vehicle or property while providing such assistance.

12. FORCE MAJEURE. Neither party shall be liable for its failure to perform under this Agreement due to contingencies beyond its reasonable control, including, but not limited to, labor disruption, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of any governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the Facility.

13. ASSIGNMENT. Neither party shall assign this Agreement without the other party's prior written consent, which may not be unreasonably withheld, delayed or conditioned.

14. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation will be in Escambia County, Florida.

15. MISCELLANEOUS.

- (a) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.
- (b) No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value, unless in writing and signed by all parties to this Agreement.
- (c) This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, between the parties regarding the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but only so as to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. County and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. Any provisions, term or condition in any acknowledgement, purchase order or other response by County which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Company and shall be of no effect.

16. LIMITATION OF LIABILITY. Neither party nor its officers, directors, partners, agents, subcontractors, vendors, servants, employees, affiliates, parent, subsidiaries or respective successors or assigns shall be liable to the other party for claims for incidental, special, indirect or consequential damages ("Damages") whether such claim for damages is based on a cause of action based in warranty,

negligence, strict liability, contract, operation of law or otherwise. The parties agree to use reasonable commercial efforts to mitigate any direct damages.

17. RELATIONSHIP OF THE PARTIES. This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Company and County. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement, each party shall be liable for its own business operations, insurance, taxes, licenses, permits, expenses and all other liabilities.

18. INSURANCE.

- (a) Any private party delivering Paper Materials on behalf of County shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<b>COVERAGES</b>	<b>MINIMUM LIMITS OF LIABILITY</b>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to any private party delivering on behalf of County being allowed on Facility premises, County shall provide Company with certification of insurance or other satisfactory evidence that such insurance has been procured and is in force, naming the Company a certificate holder. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) days' advance written notice to Company.

- (b) County shall provide Company a letter that states the following:

Escambia County is a qualified self-insured entity under the provisions of §768.28, Florida Statutes. County maintains a self-insured fund from which liability claims are paid. Any claim which alleges negligence on part of County or any County employee may be submitted to the Risk Management Office, Post Office Box 1591, Pensacola, FL 32591-1591.

19. LIMITED LICENSE TO ENTER. During the term of this Agreement, County's personnel shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Paper Materials at the location and in the manner directed by Company. Except in an emergency, or at the express direction of Company, County's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Paper Materials, County's personnel shall promptly leave the Facility. Under no circumstances shall County or its personnel engage in any scavenging of waste or any material at the Facility. Company may refuse to accept material from, and may deny entrance to, any of County's personnel whom Company reasonably believes is under the influence of alcohol or other chemical substances. Company shall provide County's personnel access to the off-loading area at the Facility for purposes of the delivery of Paper Materials.

20. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 8/26/14

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

BCC Approved: \_\_\_\_\_

(SEAL)

COMPANY: ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



Republic Services Company Rules  
Allied Waste Services LLC Material Recovery Facility  
Pensacola, Florida

Obey Spotter / Operator and posted signs at all times.

Only the truck driver can be in the tipping area of a Recycling Facility. Helpers must stay in the cab or wait in a designated area.

Drivers must maintain at least ten feet between vehicles. Semi-dumps at all facilities must maintain a 50-foot separation from other vehicles.

Equipment operators must maintain a distance of at least 20 feet from vehicles when pushing recycling material and/or waste.

All personnel outside of a vehicle must wear PERSONAL PROTECTIVE EQUIPMENT (PPE) – including gloves, ANSI Class II high-visibility lime yellow clothing, hard hats and closed toe shoes.

Drivers must be close (six-feet or less) to their trucks at all times.

Drivers must not walk under a raised tailgate.

Roll-off drivers must use caution when opening rear door latches that may be under pressure. Always stand clear of opening doors and extended handle latch.

No Scavenging.

These Rules are subject to change at the discretion of Republic Services.







## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6546**

**County Administrator's Report 11. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** Warrington and Myrtle Grove Pond Repair PD 13-14.070

**From:** Amy Lovoy, Department Director

**Organization:** OMB

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Warrington and Myrtle Grove Pond Repair, PD 13-14.070 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.070, Warrington and Myrtle Grove Pond Repair, to Hewes and Company LLC, in the amount of \$128,043.57.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Warrington Project# ESDPW11 Myrtle Grove Project# ESDPW08]

#### **BACKGROUND:**

The solicitation was advertised on July 21st and 28th 2014. Four bids were received.

A major storm hit Escambia County on April 29, 2014 dropping more than 20 inches of rainfall over a 24-hour period. Rainfall caused widespread damage to roadways, storm water ponds, storm water conveyance systems, property, and other infrastructure. There are 5 pond sites within the designated Warrington and Myrtle Grove Zones that need repairs as a result of the April 29th storm event. A detailed description of needed repairs for each site can be found in the attached backup documentation. Typical repairs consist of earthwork (fill and excavation), pond grading, fence and gate replacement, and sodding. The construction will be for permanent repairs and will be submitted to Federal Emergency Management Agency (FEMA) for reimbursement.

#### **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Warrington Project #ESDPW11 Myrtle Grove Project #ESDPW08

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard form of Contract will be used.

#### **PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab recommended Award

Pond Sites Warrington & Myrtle grove Zone

---

# PUBLIC NOTICE OF RECOMMENDED AWARD

REGISTER OF SUBMITTERS		DESCRIPTION: Warrington and Myrtle Grove – Pond Repair BID # PD 13-14.070							
Opening Time: 10:00 am CDT Opening Date: 08/12/2014 Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Bid Price
<b>NAME OF BIDDER</b>									
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$186,393.00
Hewes and Company LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$128,043.57
J Miller Construction Inc	Yes	Yes	N/A	No	No	Yes	Yes	No	\$265,647.50
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$168,821.25
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 08/12/2014				
BIDS TABULATED BY:	Angie Holbrook, SOSA				DATE: 08/12/2014				
BIDS WITNESSED BY:	Angie Holbrook, SOSA				DATE: 08/12/2014				

CAR  
DATE 09/04/2014

BOCC  
DATE 09/04/2014

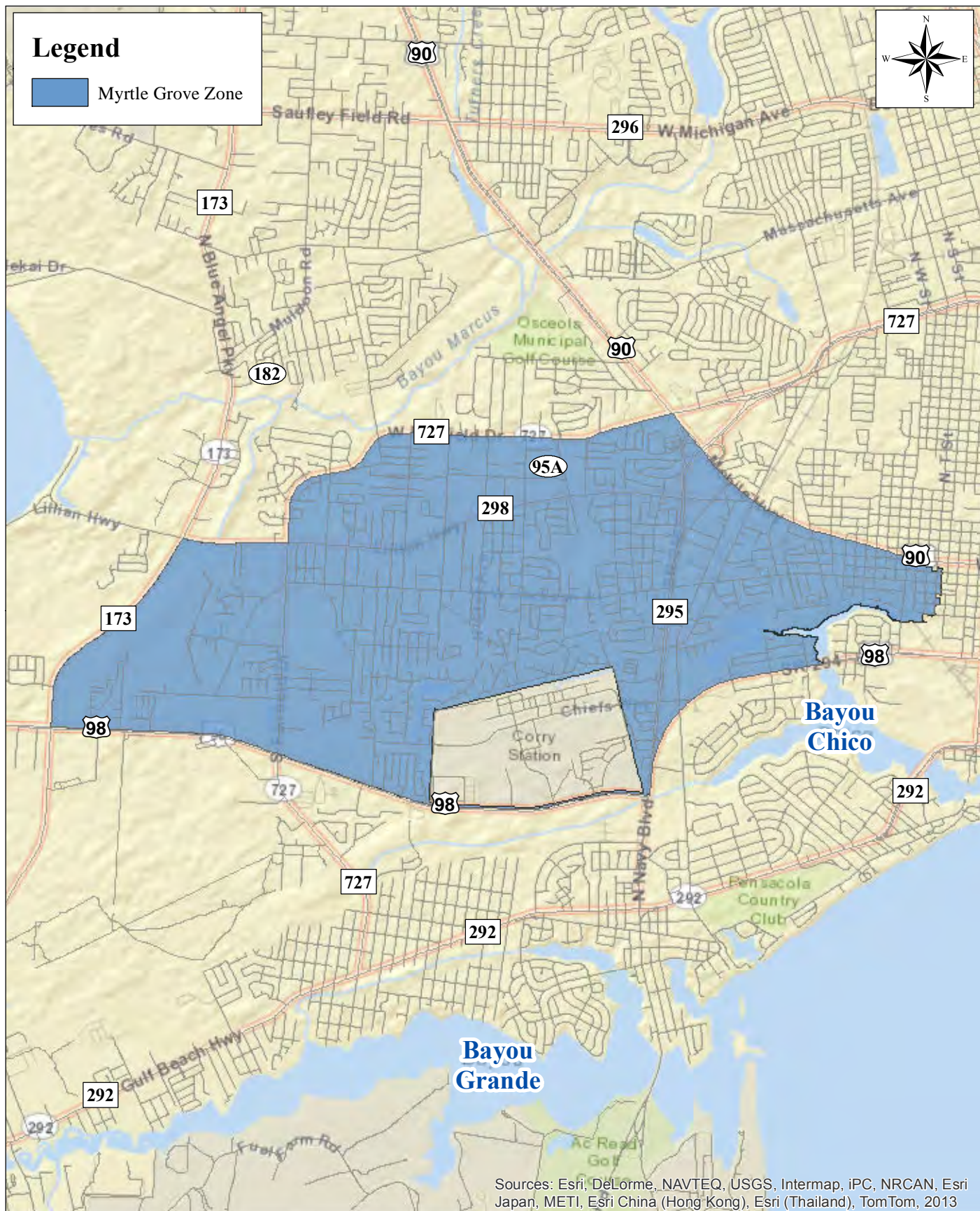
The Purchasing Chief/Designee recommends to the BCC: To award a contract to Hewes and Company LLC in the total amount of \$128,043.57

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.  
Notes:

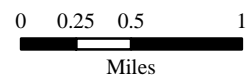
Posted @ 9:30 a.m. CDT on 08/13/2014

  
JFP/abh



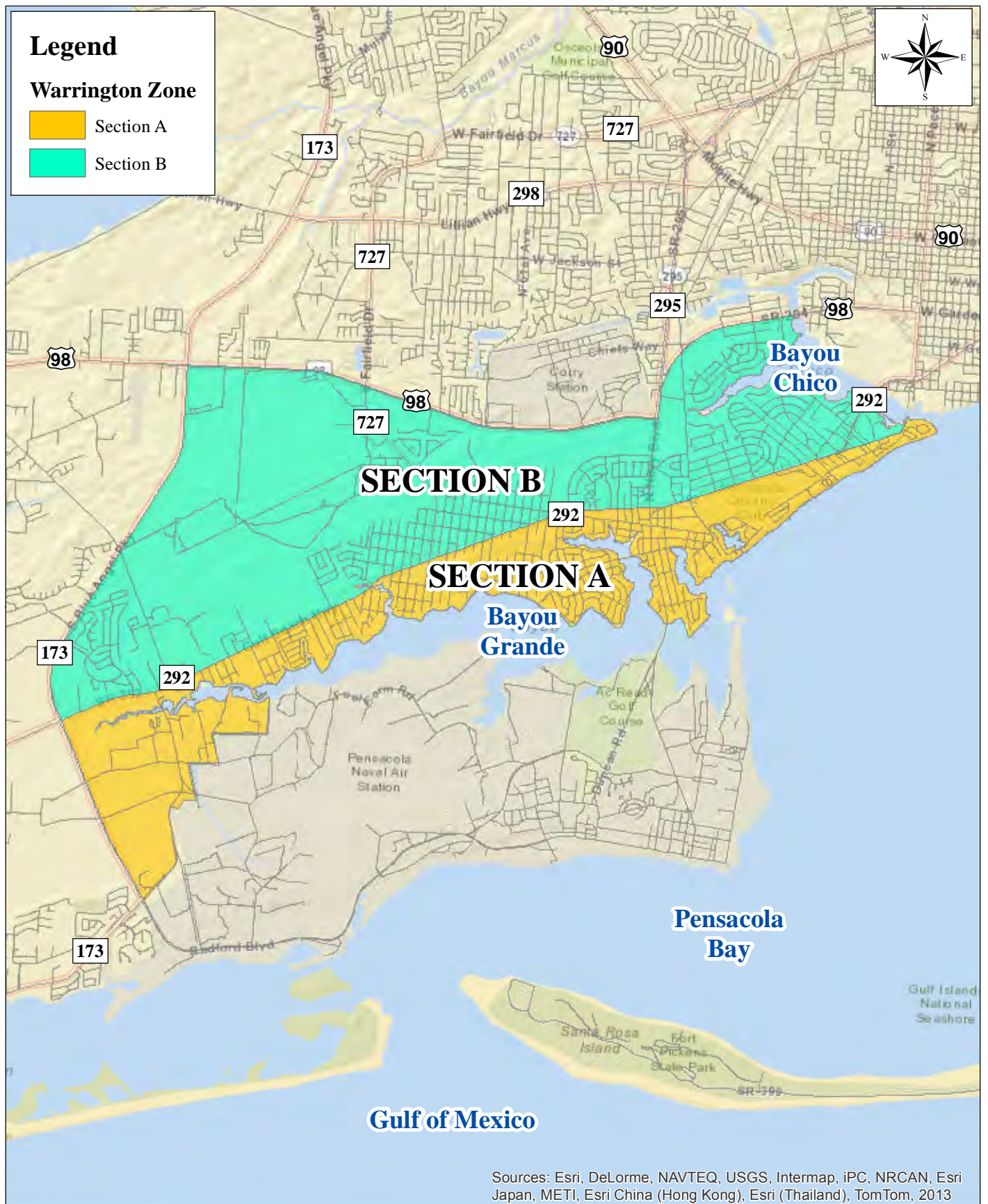


## Overall Myrtle Grove Zone

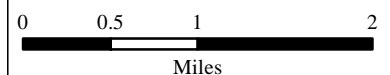


**Figure 1**



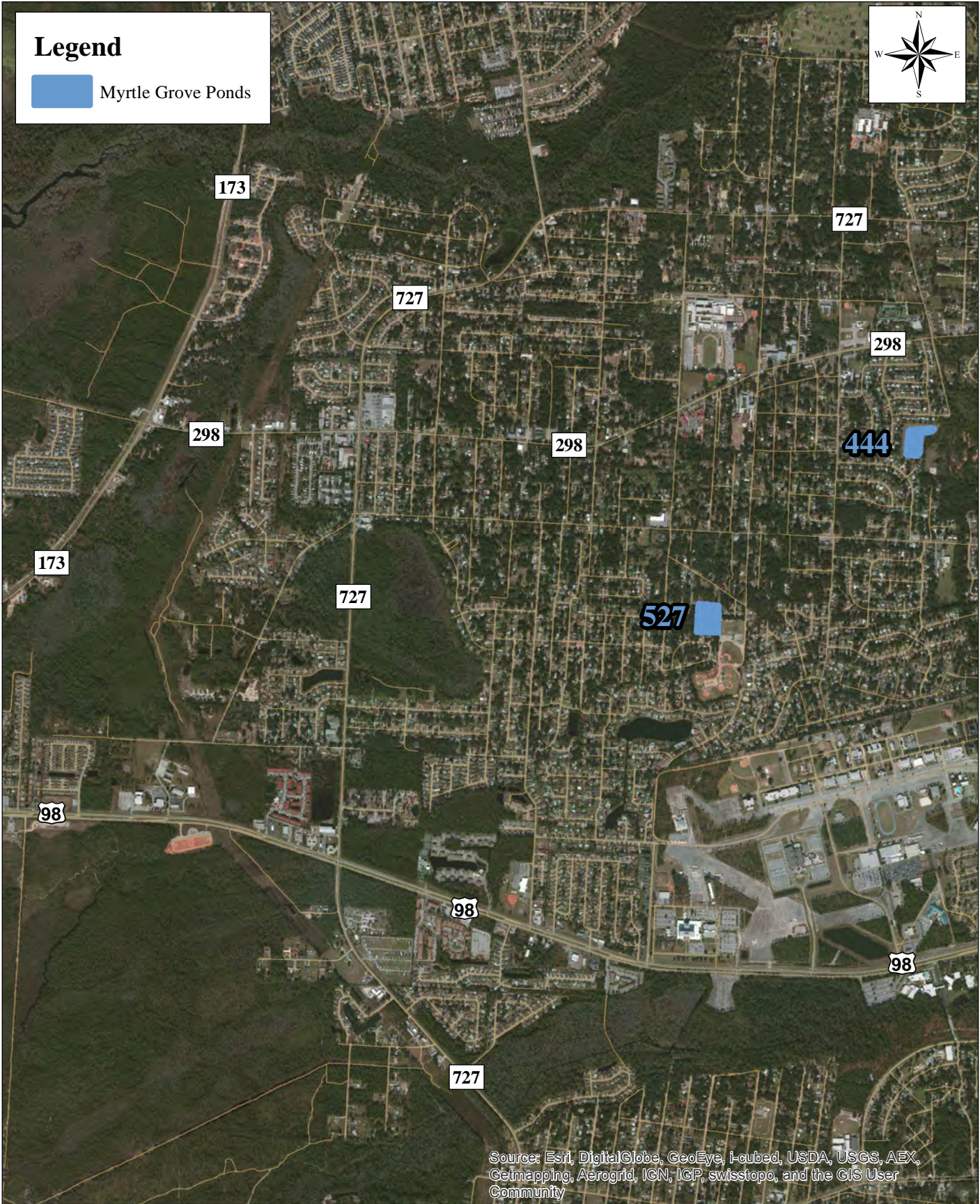


## Overall Warrington Zone



**Figure 2**





Myrtle Grove Ponds

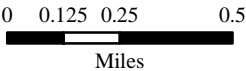
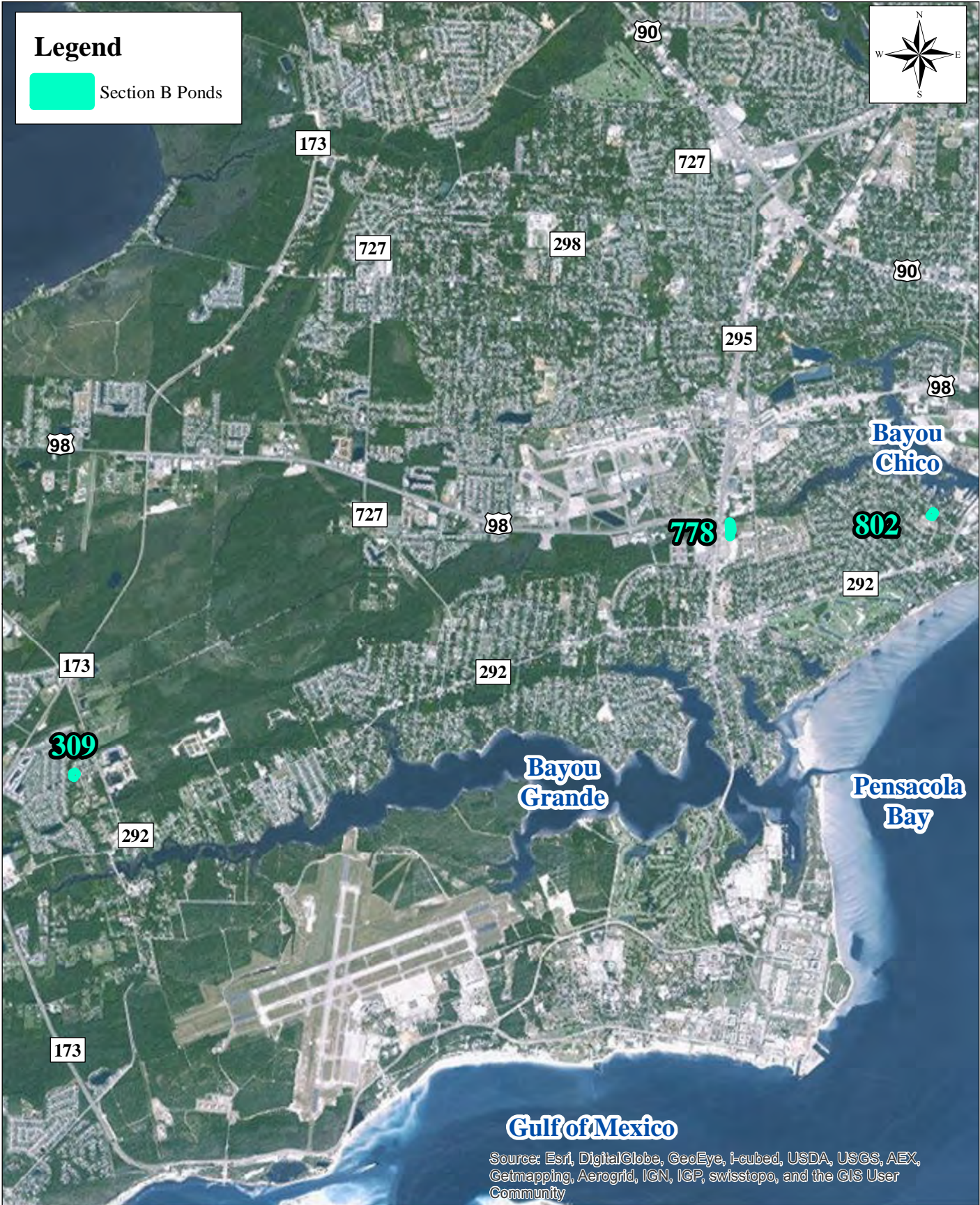


Figure 3





Warrington Zone Section B

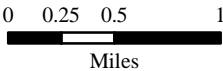


Figure 4



## Vonna Jo Estates: ID 309





Isolated spots of erosion and downed/leaning fence were the two issues found at the time of the site visit to pond 309. Approximately 200' of chain link fence needs replacement on the northern and western perimeters. Two sections measuring 15' by 12' and one 30' by 12' need to be regraded and sodded. Sediment built up along the western berm as water was overtopping the pond and out falling into the adjacent creek. A 38' stretch of the berm will need to be regraded and sodded once the sediment is removed. Preliminary notes in the County's pond database indicated the need to remove the cover at the curb inlet on Vonna Jo Circle, just outside of the pond's perimeter fence. This was done to investigate the situation; however, no damage was visible to the inlet or structure bottom.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.371839
<b>Longitude</b>	-87.349669
<b>Zone Name:</b>	Warrington
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## 52<sup>nd</sup> Avenue: ID 444



Several locations of erosion were found on the side slopes during the site visit to pond 444. On the east bank a section 110' by 25' needs to be stabilized, regraded, and sodded. The worst spot in this stretch is an area 20' by 25' and 2' deep that will also require fill material. The southwest corner has an eroded area 28' by 8' wide and 2' deep. The eroded soil is still piled on the pond slope and needs to be removed or used as fill material. The pile also measures approximately 28' by 8'. The west bank has a section 100' by 20' that also needs stabilization, regrading, and sodding and has section 30' by 20' by 2' deep that requires fill. Minor erosion, approximately 10' by 3' by 1' deep, was found along the northwest corner concrete flume.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.421366
<b>Longitude:</b>	-87.287806
<b>Zone Name:</b>	Myrtle Grove
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



# 62<sup>nd</sup> Avenue & LaRua Street: ID 527





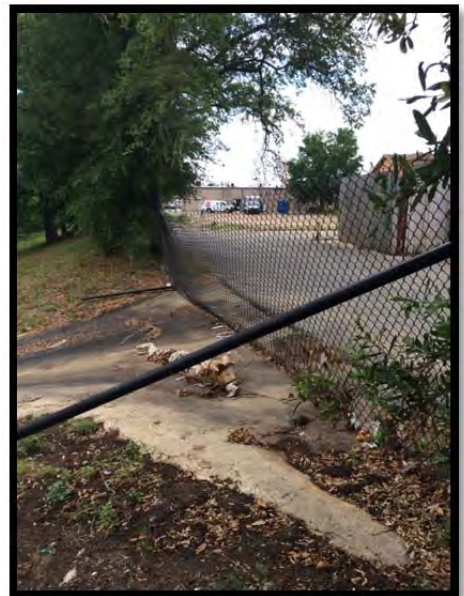


Side slope damage was found around the entire pond at the time of the site visit. Approximately 75% of the pond's side slopes need to be regraded and sodded. Berm height at the pond is approximately 35'. The worst area of damage is in the pond's northwest corner. The corner is washed out completely and needs to be filled in, regraded, and sodded. The damaged area is 115' long by 75' wide and 8' deep. Note that aerials of this pond show erosion prior to the storm event; however, not to the extent of damage found after the storm.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.412968
<b>Longitude:</b>	-87.298502
<b>Zone Name:</b>	Myrtle Grove
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Glynn Key Linear Park: ID 778







Major damage was found at several locations around pond 778. Along the southern edge of the pond, 50' of chain link fence needs replacement and a washout 15' by 10' by 3' deep was found at the start of the boardwalk and should be filled in. A road washout caused sediment to pile up on the southwestern pond berm and also caused damage to 70' of chain link fence. This washout was approximately 3' deep and covers a 40' by 25' area. To repair this area the sediment needs to be removed, fill will need to be brought in, and the area regraded and sodded. Along a concrete spillway on the western edge of the pond, a fence pole was knocked loose and needs to be replaced to stabilize approximately 20' of fence. A 20' by 10' pile of sediment needs to be removed from the pond bottom. The worst damage found was a 56' by 34' blowout of the northeastern berm of the pond and underneath the adjacent boardwalk. This blowout is approximately 6' deep and will require fill material, regrading, and sodding the area. As water was flowing towards Jones Creek, it washed away a vast amount of sediment and 110' of chain link fence that needs replacement.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.397461
<b>Longitude:</b>	-87.276423
<b>Zone Name:</b>	Warrington
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No

## Lakewood Cottages: ID 802



The only damage found at pond 802 was a large washout of the southeastern berm that measures 18' by 30' by 2' deep. The washout extends a few feet outside of the perimeter fence's boundary and into the adjacent property. This area can be repaired by removing sediment, bring in fill material, regrading, and sodding.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.399333
<b>Longitude:</b>	-87.253571
<b>Zone Name:</b>	Warrington
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-6547**

**County Administrator's Report 11. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/04/2014

**Issue:** Gonzalez Pond Repair PD 13-14.071

**From:** Amy Lovoy, Department Director

**Organization:** OMB

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Gonzalez Pond Repair, PD 13-14.071 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board award Contract #PD 13-14.071, Gonzalez Pond Repair, to Hewes and Company LLC, in the amount of \$242,110.50.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project#ESDPW022]

#### **BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal July 21st and 28th 2014. Four bids were received.

A major storm hit Escambia County on April 29, 2014 dropping more than 20 inches of rainfall over a 24-hour period. Rainfall caused widespread damage to roadways, storm water ponds, storm water conveyance systems, property, and other infrastructure. There are 16 pond sites within the designated Gonzalez Zone that need repairs as a result of the April 29th storm event. A detailed description of needed repairs for each site can be found in the attached backup documentation. Typical repairs consist of earthwork (fill and excavation), pond grading, fence and gate replacement, and sodding. The construction will be for permanent repairs and will be submitted to Federal Emergency Management Agency (FEMA) for reimbursement.

#### **BUDGETARY IMPACT:**

Funding: Fund 112, Disaster Recovery, Cost Center 330493 , Object Code 54612/56301, Project #ESDPW022

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract will be used.

#### **PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab

Gonzalez Pond Sites

---

# PUBLIC NOTICE OF RECOMMENDED AWARD

REGISTER OF SUBMITTERS		DESCRIPTION: Gonzalez Pond Repair BID # PD 13-14.071							
Opening Time: 10:00 am CDT Opening Date: 08/13/2014 Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Bid Price
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$261,096.00
Hewes and Company LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$242,110.50
J Miller Construction Inc	Yes	Yes	N/A	No	No	Yes	Yes	No	\$369,830.75
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$318,051.25
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator      DATE: 08/13/2014								
BIDS TABULATED BY:	Angie Holbrook, SOSA      DATE: 08/13/2014								
BIDS WITNESSED BY:	Angie Holbrook, SOSA      DATE: 08/13/2014								

CAR  
DATE 09/04/2014

BOCC  
DATE 09/04/2014

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Hewes and Company LLC for the bid price of \$242,110.50

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.  
Notes:

Posted @ 9:30 a.m. CDT on 08/22/2014

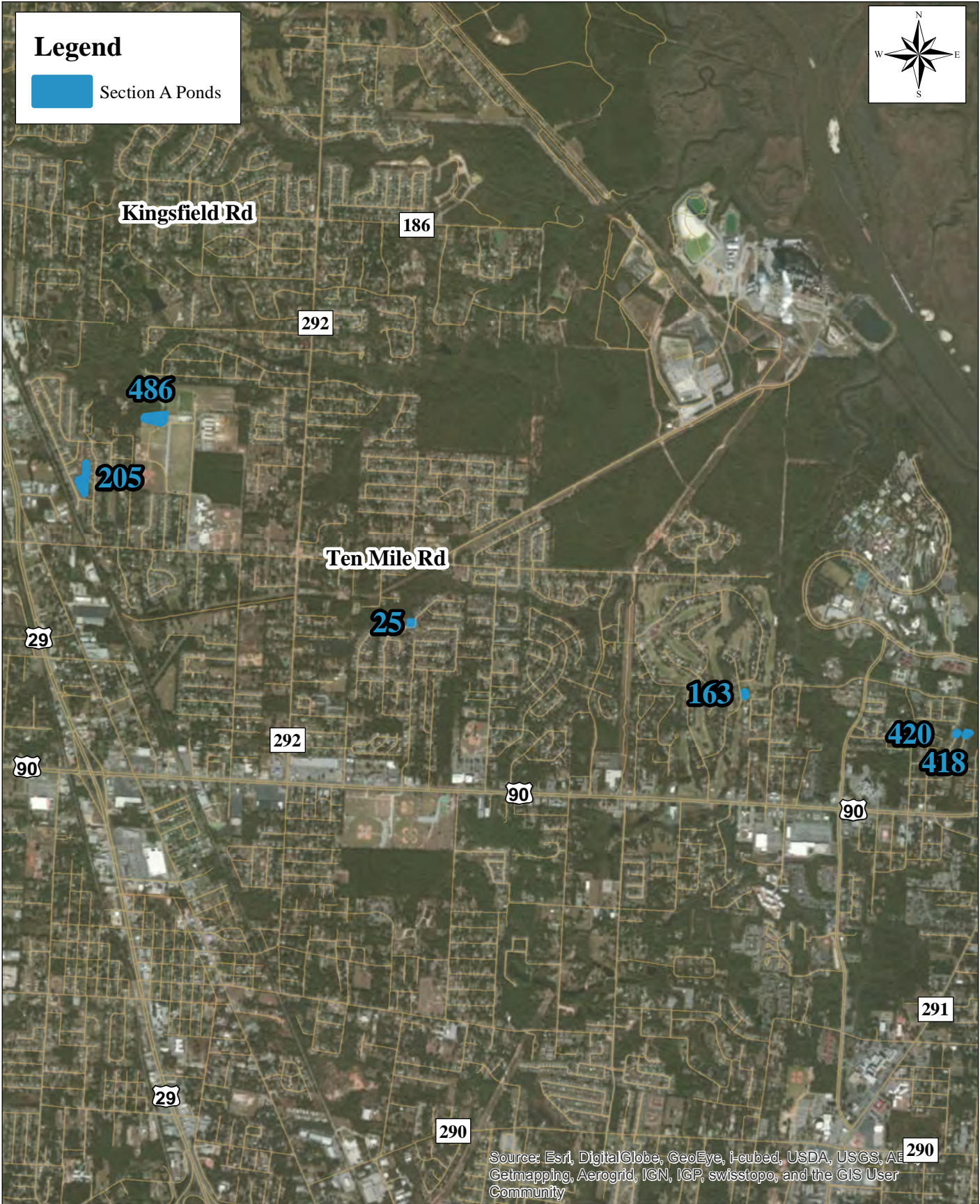
  
JFP/abh



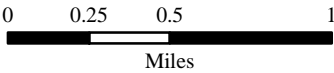


### Figure 1



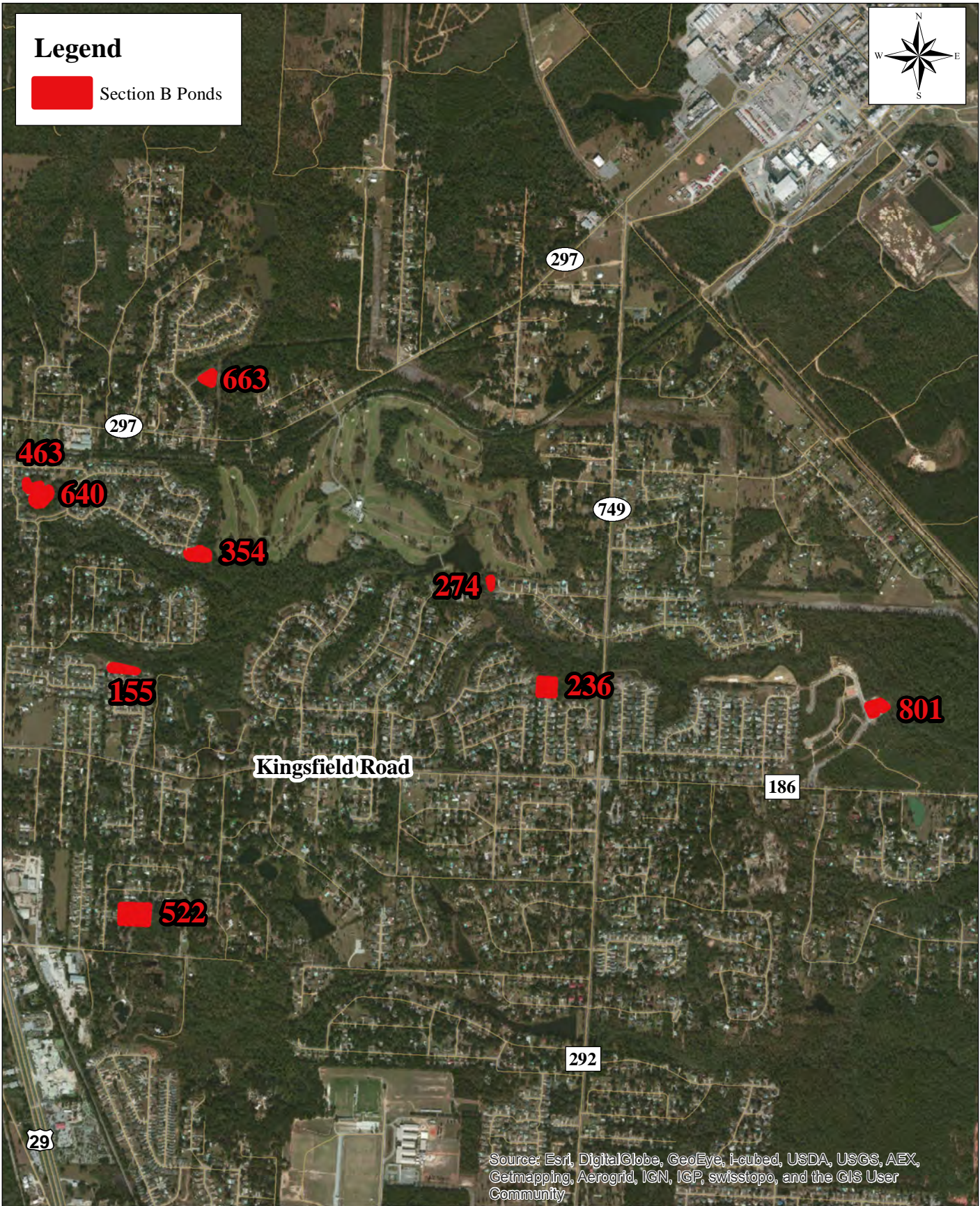


**Gonzalez Zone Section A**

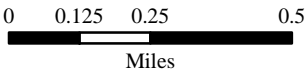


**Figure 2**





**Gonzalez Zone Section B**



**Figure 3**



## Candlestick Woods 5<sup>th</sup> Addition: ID 25



Initial repairs completed by the County consisted of removal of excess vegetation around pond. Additional repairs needed include repair of eroded area at outfall and additional rip-rap. Removal of chain link fence at outfall required for access.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.543596
<b>Longitude:</b>	-87.253609
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No

## Hamilton Crossing: ID 155



Initial repairs were conducted by the County during inspection and included an additional layer of soil at bottom of pond. Additional repairs needed include re-grade southeast berm and limited area in private property, new concrete swale and rip-rap, install sod on disturbed areas, re-install grate at outfall structure, and removal of accumulated silt and excess vegetation.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.572856
<b>Longitude</b>	-87.281737
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Highlands at Scenic Hills: ID 163



Damage at this pond consists of a blow out at southeast berm including a private property fence. Recommended repairs consist of removal of excess vegetation, backfill and re-grade southeast berm and limited area in private property, rip-rap at inlet pipe, installed sod on disturbed areas, and removal of accumulated silt.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.539252
<b>Longitude:</b>	-87.228499
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Maple Oaks West: ID 205



Damage at this pond consists of erosion along the southwest and east berms, debris accumulated at the outfall structure and damage to a wood trash rack. Recommended repairs consist of re-grading southwest and east berms, removal of accumulated silt and excess vegetation, repair wood trash rack, add rip-rap at inlet pipes, and clean under-drain system. Notes: 1. possible broken pipe at properties located along east side causing erosion at pond. 2. Lock missing at main gate.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.552414
<b>Longitude:</b>	-87.277929
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No

## Muirfield Place: ID 236



Damage at this pond consists of erosion along south and east berms and sediment build up. Recommended repairs consist of backfilling and grading south and east berms, sod disturbed areas, and removal of accumulated silt and excess vegetation.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.572512
<b>Longitude:</b>	-87.263547
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Rosedown: ID 274



Damage at this pond consists of erosion along east berm, fallen chain link fence along west side of pond, and sediment build up. Recommended repairs consist of re-graded east berm, new chain link fence along west side, and removal of accumulated silt and excess vegetation.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.576378
<b>Longitude:</b>	-87.265959
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Eagle Ridge: ID 354



Damage at this pond consists of erosion along west, north, and east berms and sediment build up. Recommended repairs consist of re-grading west, north, and east berms, sod disturbed areas, removal of accumulated silt and excess vegetation, and clean under-drain system.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.577216
<b>Longitude:</b>	-87.278307
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Sandy Creek: ID 418



Damage at this pond consists of erosion along the north and east berms and sediment build up. Recommended repairs consist of re-grading north and east berms, sod disturbed areas, removal of accumulated silt and excess vegetation, and install a trash rack at outlet structure.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.537209
<b>Longitude:</b>	-87.211840
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Sandy Creek: ID 420



Damage at this pond consists of erosion at north and west berms, sediment build up, and clogged outfall structure. Recommended repairs consist of backfilling and re-grading north and west berms, sod disturbed areas, removal of accumulated silt and excess vegetation, installing a trash rack and removing debris from outfall structure.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.537302
<b>Longitude:</b>	-87.212729
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No

## Eagle Ridge Unit 2: ID 463



Damage at this pond consists of erosion along the south berm and sediment build up. Recommended repairs consist of backfilling and re-grading south berm, sod disturbed areas, install rip-rap at inlet pipe, and removal of accumulated silt and excess vegetation.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.579509
<b>Longitude:</b>	-87.285714
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Brosnaham/Sunset Oaks: ID 486



Initial repairs completed by the County consisted of minor re-grading of access road at west end, rip-rap at north outlet discharged point, and hydroseeding at northwest corner. Additional repairs needed include finish re-grading west and south berms, sod all disturbed and bare areas, removal of accumulated silt and excess vegetation, clean areas around all blocked inlet and outlet structures, install rip rap at outlet structures, and finish repairing of erosion at north outlet discharge point and northwest corner.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.556300
<b>Longitude:</b>	-87.273730
<b>Zone Name:</b>	Gonzalez (Section A)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Roberts Circle: ID 522



Damage at this pond consists of erosion at southwest and southeast corners and sediment build up. Recommended repairs include backfill and re-grade southwest and southeast corners, sod disturbed areas, add rip-rap at inlet pipe, cover at outlet structure, and removal of accumulated silt and excess vegetation.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.563793
<b>Longitude:</b>	-87.280711
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	Yes



## Eagle Ridge Unit 2: ID 640



Damage at this pond consists of erosion along north berm and southwest corner, sediment build up, and broken wood trash rack. Recommended repairs consist of backfilling and re-grading north berm and southwest corner, removal of accumulated silt and excess vegetation at inlet pipe, rip-rap at inlet pipe, and new wood trash rack at outlet spillway.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.578997
<b>Longitude:</b>	-87.285325
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No



## Glenview: ID 663



Damage at this pond consists of erosion at main access road and south berm, sediment build up, and broken concrete pad at inlet pipe. Recommended repairs consist of backfilling and re-grading main access road and south berm, sod disturbed areas, removal of accumulated silt and excess vegetation, new concrete pad and rip rap at inlet pipe.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.583590
<b>Longitude:</b>	-87.278068
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No

## Robinsons Mill: ID 801



Damage at this pond consists of erosion west of pump station, sediment build up; debris accumulated and damaged rip-rap at outlet structure. Recommended repairs consist of re-grading area west of pump station, sod disturbed areas, removal of accumulated silt and debris, removal of damaged rip-rap and liner system / re-grade area / install new rip-rap at outlet.

<b>Repair Cost:</b>	
<b>Latitude:</b>	30.572142
<b>Longitude:</b>	-87.249644
<b>Zone Name:</b>	Gonzalez (Section B)
<b>Damage Pre or Post Storm Event:</b>	Post Storm Damage
<b>Engineering Required:</b>	No





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6557

County Administrator's Report 11. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Seaglates North/East Reconstruction PD13-14.073

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Seaglates North/East Reconstruction, PD 13-14.073 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity and an Indefinite Delivery Contract for PD 13-14.073, Seaglates North/East Reconstruction to Roads Inc., of NWF, in the amount of \$865,881.81

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project#ESCPW38]

#### **BACKGROUND:**

The Office of Purchasing advertised the solicitation in the Penscola News Journal July 24th, 2014. A total of two bids were received.

#### **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project#ESCPW38

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard form of Contract will be used.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

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

The Office of Purchasing will issue the Contract and Purchase Order.

---

## Attachments

Bid Tab

---

## PUBLIC NOTICE OF RECOMMENDED AWARD

REGISTER OF SUBMITTERS		DESCRIPTION: Seaglades North/East Reconstruction BID # PD 13-14.073							
Opening Time: 3:00 pm CDT Opening Date: 08/20/2014 Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Total Bid Price
NAME OF BIDDER									
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$962,399.03
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$865,881.81
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator      DATE: 08/20/2014								
BIDS TABULATED BY:	Angie Holbrook, SOSA      DATE: 08/20/2014								
BIDS WITNESSED BY:	Angie Holbrook, SOSA      DATE: 08/20/2014								

CAR  
DATE 09/04/2014

BOCC  
DATE 09/04/2014

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract contract to Roads, Inc. for a total amount of \$865,881.81

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Posted @ 2:15 p.m. CDT on 08/21/2014

JFP/abh



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6728

County Administrator's Report 11. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Conveyance of an Underground Distribution Easement to Gulf Power Company for Electrical Service Improvements on Pensacola Beach

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

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Conveyance of an Underground Distribution Easement to Gulf Power Company for Electrical Service Improvements on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Underground Distribution Easement to Gulf Power Company for Gulf Power's Pensacola Beach Duct Bank Project along State Road (SR) 399 (Pensacola Beach Boulevard / Via De Luna Drive):

A. Approve granting a ten-foot-wide Underground Distribution Easement to Gulf Power Company for Gulf Power's Pensacola Beach Duct Bank Project along SR 399 (Pensacola Beach Boulevard / Via De Luna Drive); and

B. Authorize the Chairman to sign the Easement document and any other documents, subject to Legal review and sign-off, associated with the granting of the Underground Distribution Easement to Gulf Power Company.

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

#### **BACKGROUND:**

Gulf Power Company has a project (Pensacola Beach Duct Bank Project) designed to provide improved electrical service for Santa Rosa Island. The project design indicates the need for a ten foot wide underground distribution easement along the east and north side of S.R. 399 (Pensacola Beach Boulevard / Via De Luna Drive).

Public Works staff have reviewed this request and have no objections to the conveyance of this easement to Gulf Power. Board approval is required to convey the easement to Gulf Power Company.

#### **BUDGETARY IMPACT:**



Funds for incidental expenditures associated with the recording of documents are available in an Engineering Escrow account accessed by the Escambia County Clerk's Office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The easement document was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will have the easement executed by the Chairman and attested by the County Clerk's office, with copies provided to Gulf Power Company. County staff will continue to work with Gulf Power Company in meeting their requirements to provide electrical service.

---

**Attachments**

easement

Exhibit A

Exhibit B

map

---



This Legal Document  
Prepared by Mark B. Davidson  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0093

**UNDERGROUND DISTRIBUTION EASEMENT**

WO#      Pensacola Beach Duct Bank Project  
EN#      99669

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**KNOW ALL MEN BY THESE PRESENTS** that Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (Grantor), whose address is 221 Palafox Place, Pensacola, FL 32502, for and in consideration of One And 00/100 Dollars (\$1.00) and other good and valuable consideration in hand paid by Gulf Power Company, a Florida corporation (Grantee), whose address is One Energy Place, Pensacola, Florida 32520-0093, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Escambia County, Florida, to-wit:

**A TEN FOOT (10') STRIP OF LAND LYING FIVE FEET (5') OF THE CENTER OF CENTERLINE OF THE ELECTRICAL FACILITIES TO BE INSTALLED ON THE PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A".**

**IT IS UNDERSTOOD AND AGREED SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.**

**SAID FACILITIES TO BE INSTALLED AS SHOWN ON ATTACHED GULF POWER DRAWING REFERENCE NUMBER 660014 ATTACHED AS EXHIBIT "B".**

**SHOULD THE GRANTOR CAUSE TO HAVE A SURVEY COMPLETED DESCRIBING THE LOCATION OF THE ELECTRICAL FACILITIES AND EXECUTE A NEW EASEMENT TO GULF POWER COMPANY THE GRANTEE AGREES TO RELEASE THIS EASEMENT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

for the transmission, distribution, supply and sale to the public for power, heat and light, and to serve present and future customers of Grantee, its successors and assigns with electric energy.

**TO HAVE AND TO HOLD** the same to the said Gulf Power Company, its successors and assigns, forever.

**COUNTERPARTS;** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

Attest: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

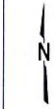
By: [Signature]  
Title: Asst. County Attorney  
Date: Aug. 26, 2014

**EXHIBIT "A"**

A strip of land forty feet (40') in width on Santa Rosa Island in Escambia County, Florida, located and lying south of the south bridge abutment of the Pensacola Beach Bridge, said strip being parallel and adjacent to the east right of way line of S.R. 399, and extending southerly along said right of way line to the east boundary line of Villa Primera, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 5, Page 79, of the Public Records of Escambia County, Florida.



EXHIBIT "B"



SHEET-5

PROJECT START

SHEET-6

SHEET-7

PROJECT END

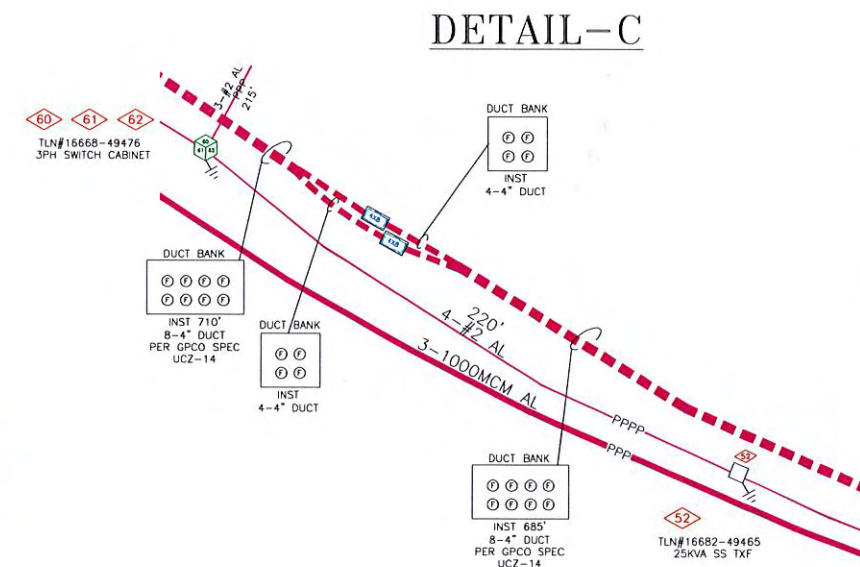
GPCO FIELD EQUIPMENT SYMBOLS  
USE FOR SHEETS 2 thru 7

NEW INSTALL		EXISTING	
	3PHASE XFMR		3PHASE XFMR
	1PHASE XFMR		1PHASE XFMR
	SWITCH CABINET		SWITCH CABINET
	SECONDARY PEDESTAL		SECONDARY PEDESTAL
	4' X 8' PULL BOX		
	UG PRIMARY CONDUCTOR		3PH CIRCUIT WITH SPARE CONDUCTOR
	UG SECONDARY CONDUCTOR		UG PRIMARY CONDUCTOR
	UG SERVICE CONDUCTOR		UG SECONDARY CONDUCTOR
			UG SERVICE CONDUCTOR

SUBJECT: PENSACOLA BEACH SOLUTIONS-PH1	
SURF BURGER TO WAVES - DUCT BANK	
DETAIL: PE_3637 SANTA ROSA CROSSING ENHANCEMENTS	
JETS REF: 660014	
DRN BY: G.P.S.I. DATE: 6-27-14. MAP# 863	
REV: 2542	
SHEET: 2 OF 8 SHEETS	
UDSO: 36A1PP	







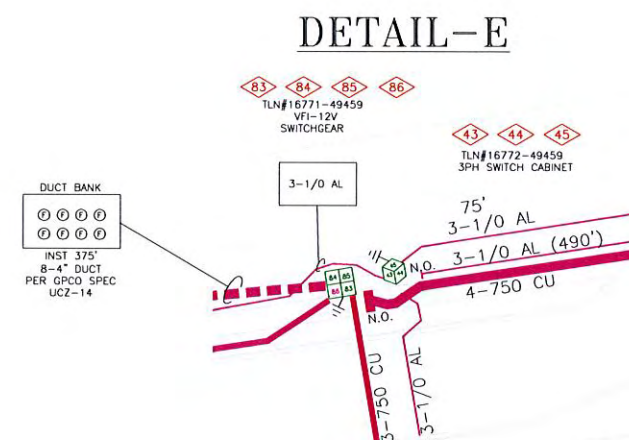
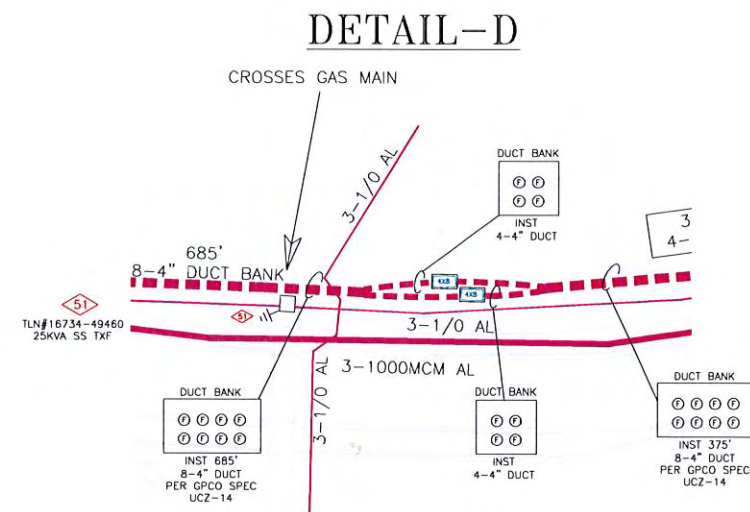
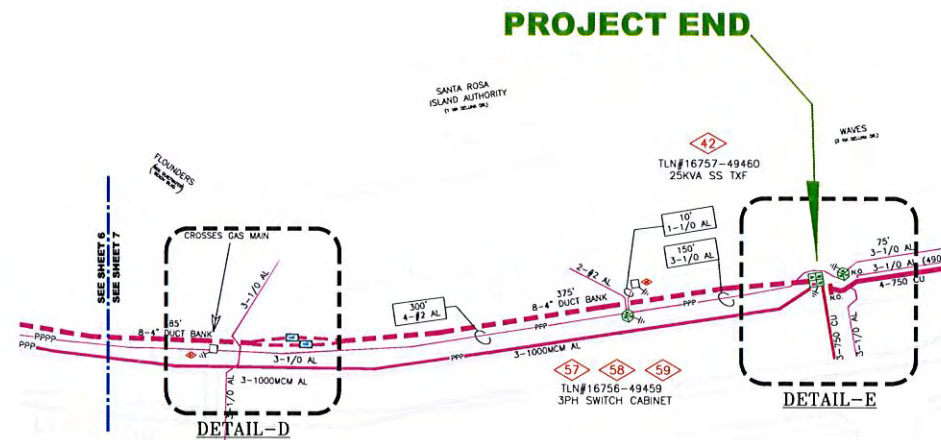
DETAIL-C

target  
**ZERO**

**GULF POWER**

SUBJECT PENSACOLA BEACH SOLUTIONS-PH1  
SURF BURGER TO WAVES - DUCT BANK  
 -----  
 DETAIL PE 3637 SANTA ROSA CROSSING ENHANCEMENTS  
 -----  
 DRN. BY G.PQST DATE 6-27-14 JTS REF. # 660014  
 REVBY          REV.          MAP# 643  
                           OCB# 7542  
 SHEET 6 OF 8 SHEETS UDSO: 36A1PP





## **EXHIBIT “A”**

A strip of land forty feet (40') in width on Santa Rosa Island in Escambia County, Florida, located and lying south of the south bridge abutment of the Pensacola Beach Bridge, said strip being parallel and adjacent to the east right of way line of S.R. 399, and extending southerly along said right of way line to the east boundary line of Villa Primera, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 5, Page 79, of the Public Records of Escambia County, Florida.



# EXHIBIT "B"

SHEET-5

# PROJECT START





SHEET-6<sup>a</sup>

SHEET-7





# PROJECT END









GPCO FIELD EQUIPMENT SYMBOL  
USE FOR SHEETS 2 thru 7

## NEW INSTALL

- |   |                   |
|---|-------------------|
|  | 3PHASE XFMR       |
|  | 1PHASE XFMR       |
|  | SWITCH CABINET    |
|  | SECONDARY PEDEST. |

EXISTING

- |   |                    |
|---|--------------------|
|  | 3PHASE XFMR        |
|  | 1PHASE XFMR        |
|  | SWITCH CABINET     |
|  | SECONDARY PEDESTAL |

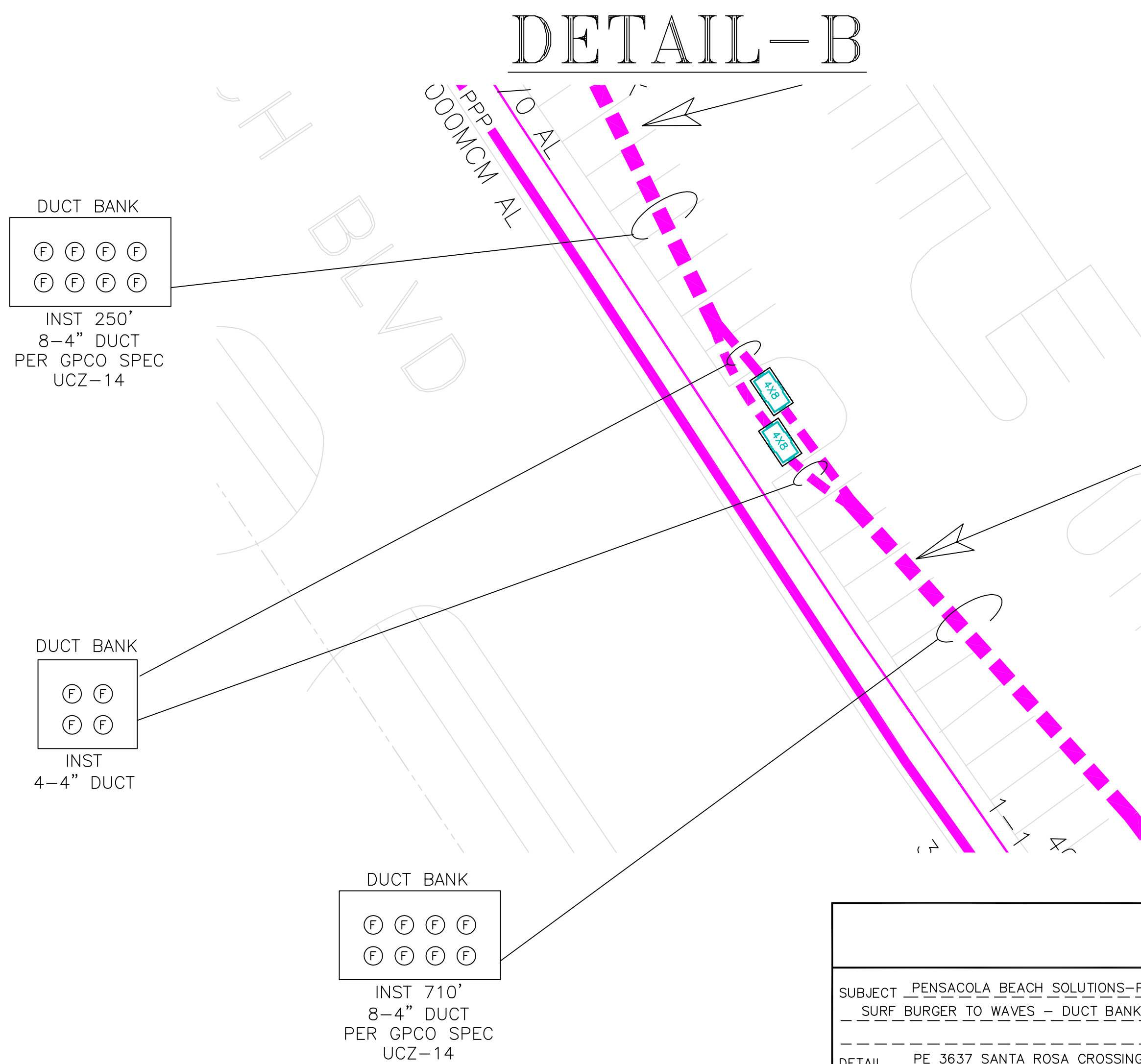
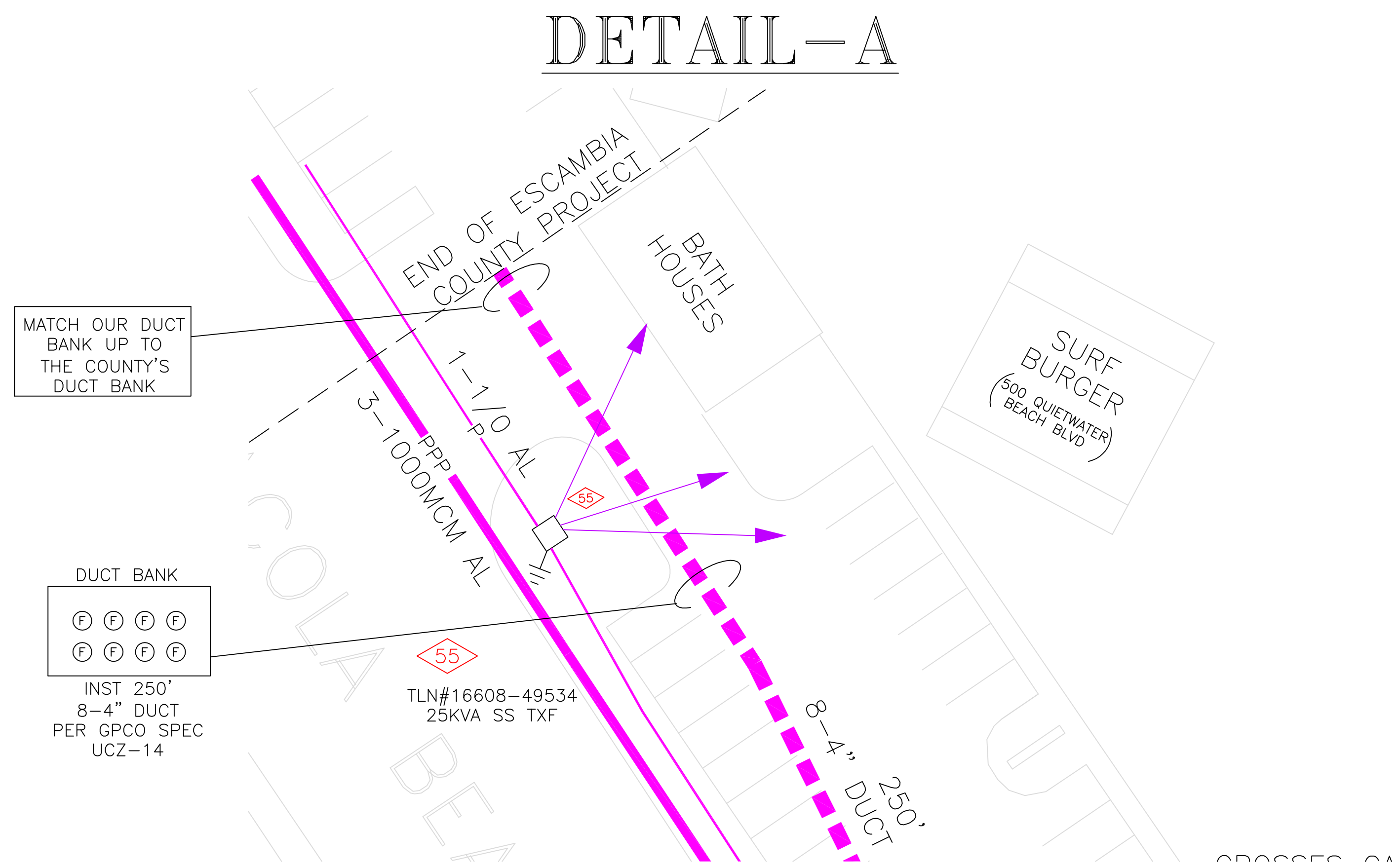
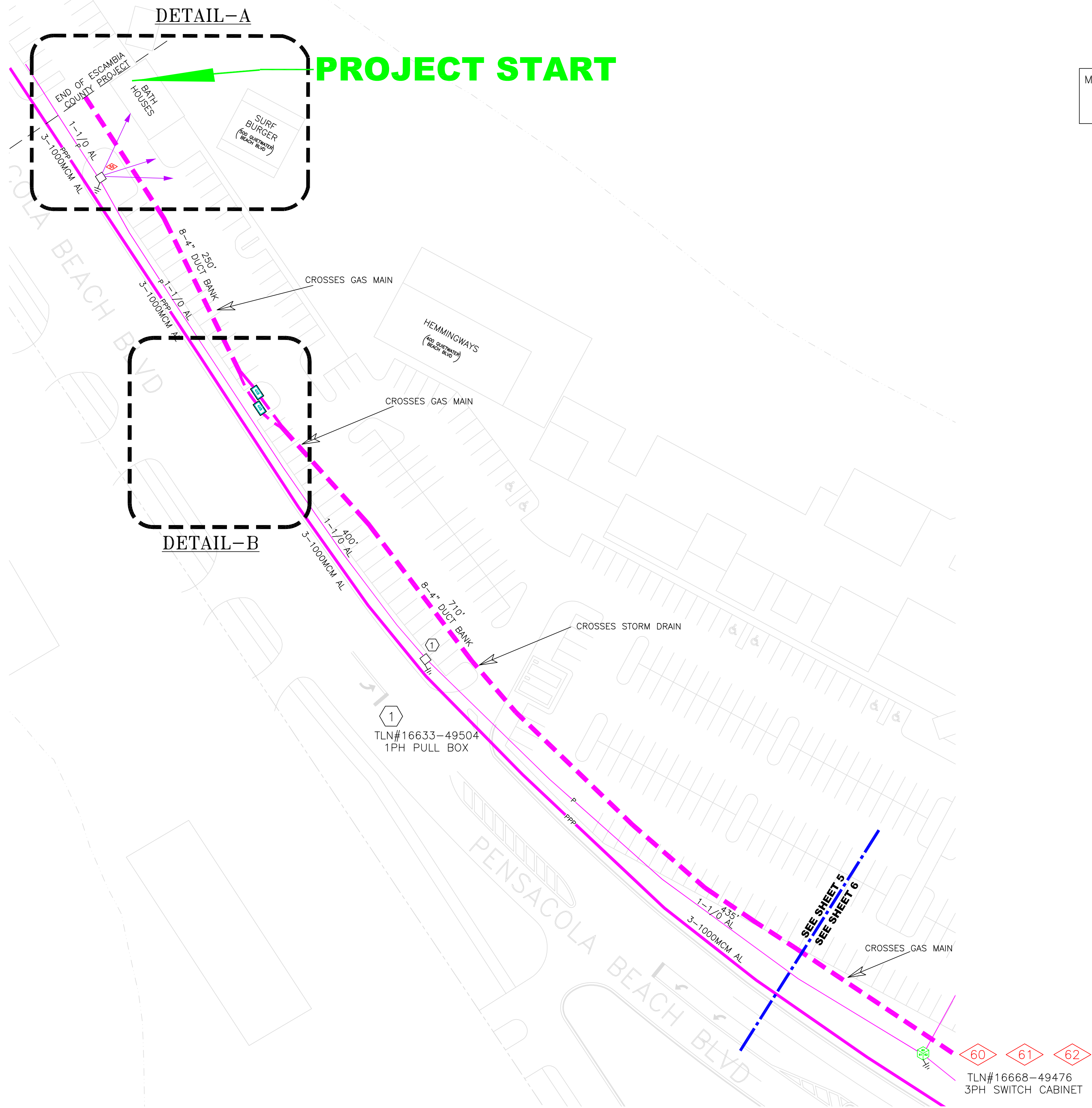
- |   |                        |   |                                  |
|---|------------------------|---|----------------------------------|
|  | 4' X 8' PULL BOX       |  | 3PH CIRCUIT WITH SPARE CONDUCTOR |
|  | UG PRIMARY CONDUCTOR   |  | UG PRIMARY CONDUCTOR             |
|  | UG SECONDARY CONDUCTOR |  | UG SECONDARY CONDUCTOR           |
|  | UG SERVICE CONDUCTOR   |  | UG SERVICE CONDUCTOR             |

SUBJECT <u>PENSACOLA BEACH SOLUTIONS-PH1</u>			
<u>SURF BURGER TO WAVES - DUCT BANK</u>			
DETAIL <u>PE 3637 SANTA ROSA CROSSING ENHANCEMENTS</u>		JETS REF. # <u>660014</u>	
DRN. BY <u>G.POST</u>	DATE <u>6-27-14</u>	MAP# <u>643</u>	
REV.BY <u></u>	REV. <u></u>	OCB# <u>7542</u>	
SHEET <u>2</u> OF <u>8</u> SHEETS		UDSO: 36A1PP	

**GULF POWER**  
SOUTHERN COMPANY

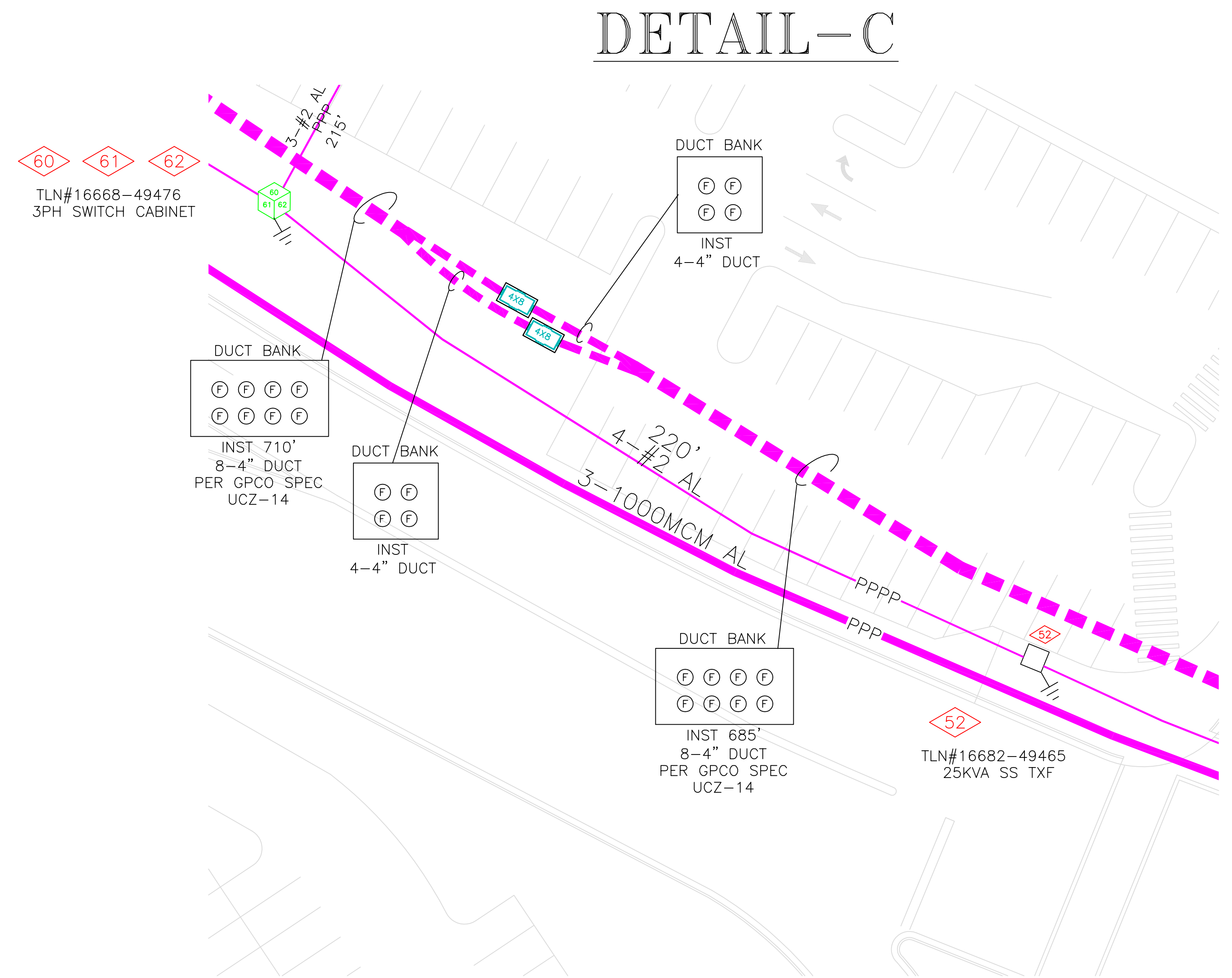
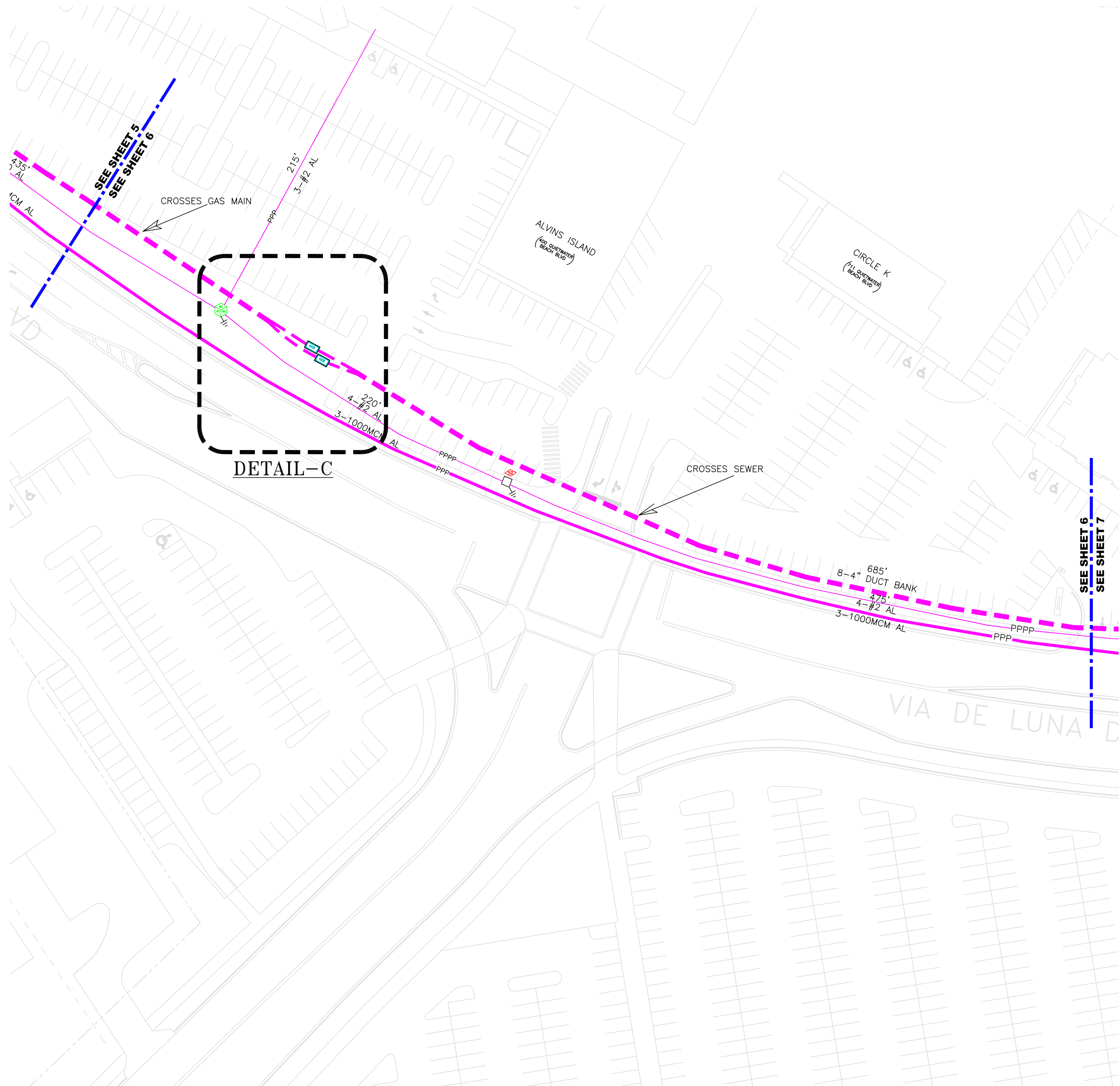
*target*  
**ZERO**   
Every day. every job. safely.





<b>GULF POWER</b> <small>A SOUTHERN COMPANY</small>	
SUBJECT <u>PENSACOLA BEACH SOLUTIONS-PH1</u> <u>SURF BURGER TO WAVES - DUCT BANK</u>	
DETAIL <u>PE_3637 SANTA ROSA CROSSING ENHANCEMENTS</u>	
DRN. BY <u>G.POSI</u> DATE <u>6-27-14</u> MAP# <u>643</u>	JETS REF. # <u>660014</u>
REV. BY <u>REV.</u> OCB# <u>7542</u>	
SHEET <u>5</u> OF <u>8</u> SHEETS	UDSO: 36A1PP



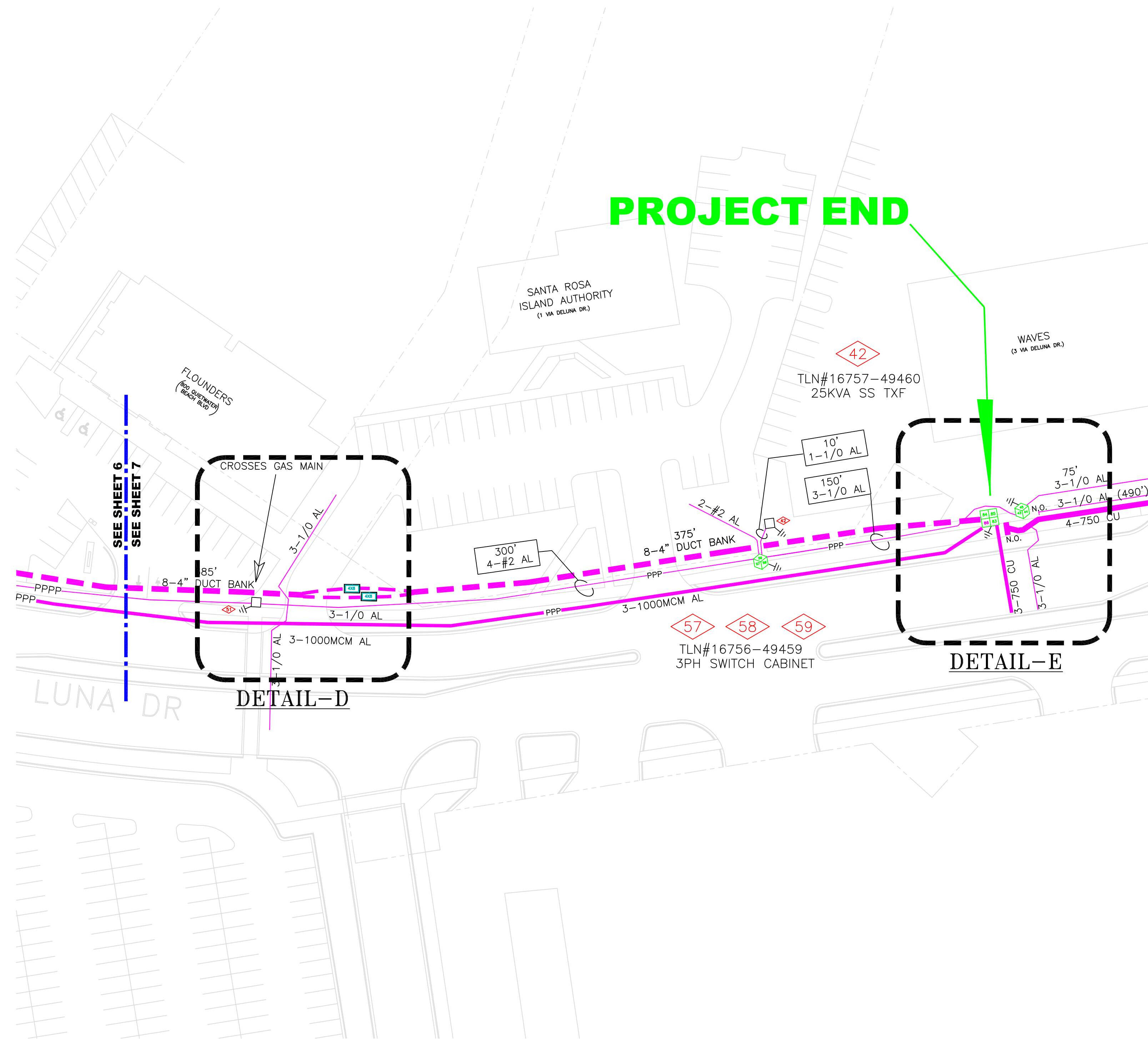


SUBJECT _ PENSACOLA BEACH SOLUTIONS-PH1 _	
_ SURF BURGER TO WAVES _ DUCT BANK	
DETAIL _ PE_3637 SANTA ROSA CROSSING ENHANCEMENTS	
JETS REF. #_660014	
DRN. BY _G.POSI_	DATE _6-27-14_
MAP# _643_	REV. _
OCB# _7542_	UDSO: 36A1PP
SHEET _6_ OF _8_ SHEETS	

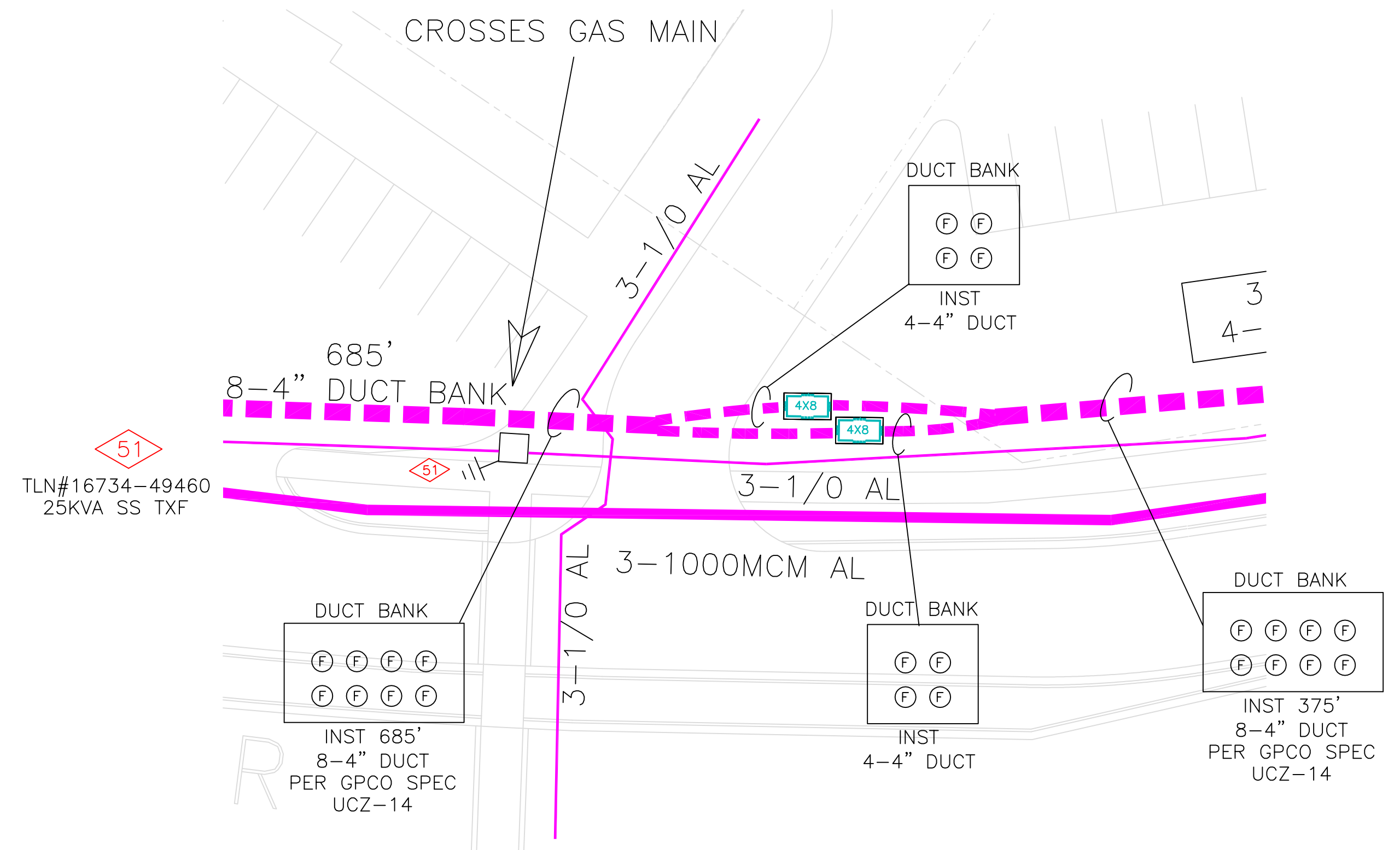




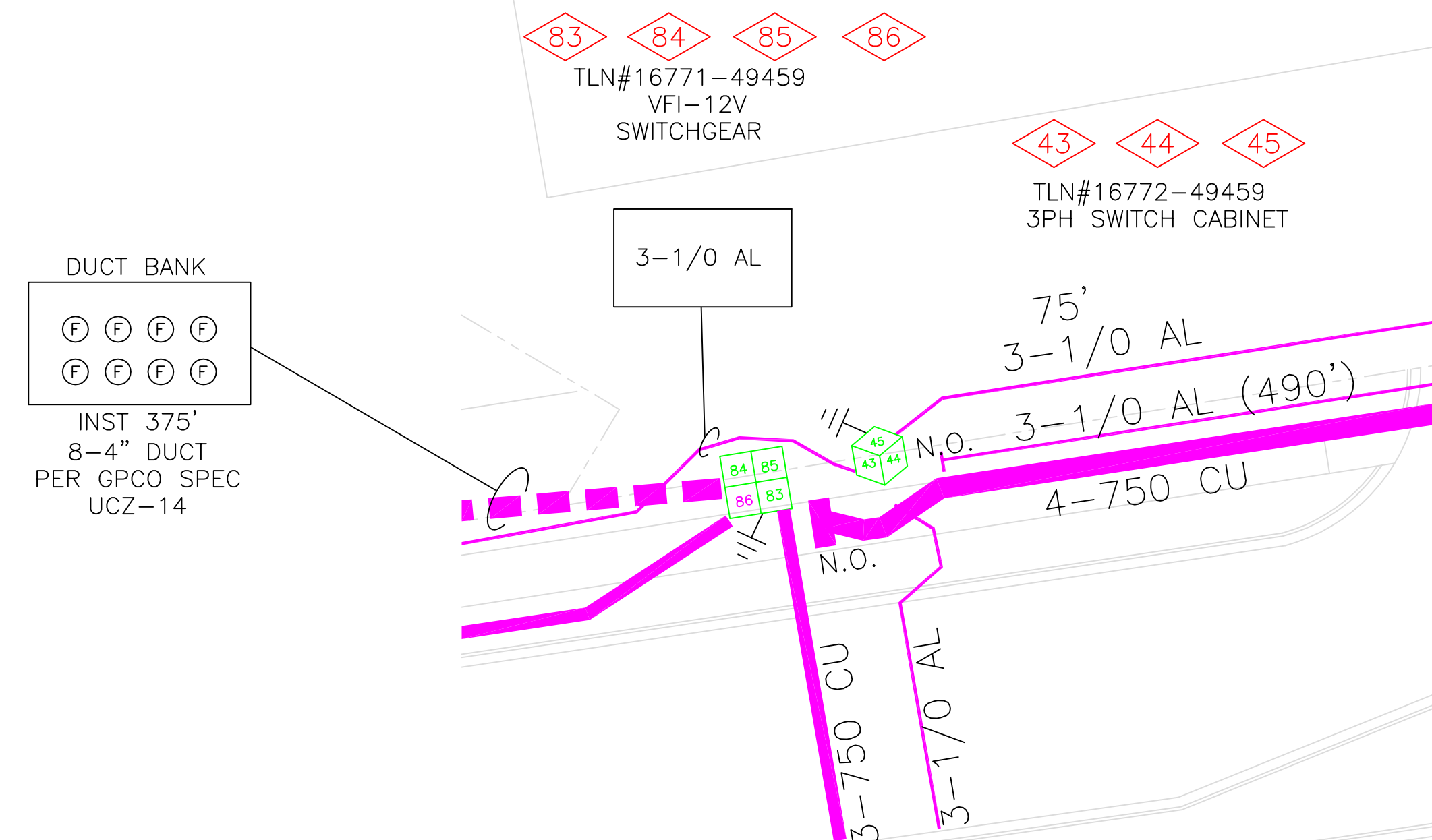
PROJECT END



## DETAIL-D



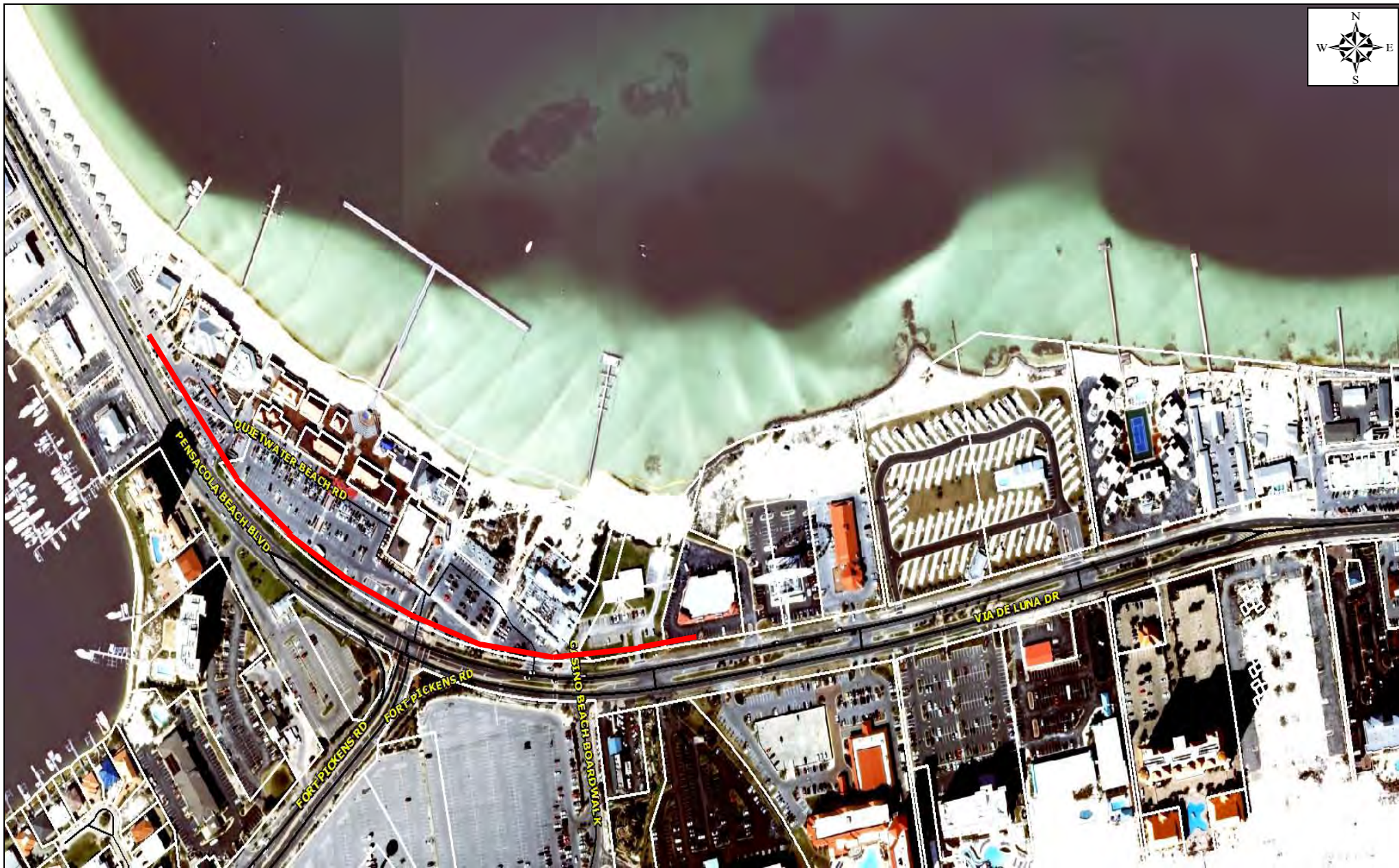
## DETAIL-E



SUBJECT		PENSACOLA BEACH SOLUTIONS-PH1	
SURF BURGER TO WAVES		DUCT BANK	
DETAIL		PE 3637 SANTA ROSA CROSSING ENHANCEMENTS	
JETS REF. #		660014	
DRN. BY		G.POSI	DATE 6-27-14
MAP#		643	
REV. BY		REV.	OCB# 7542
SHEET 7		OF 8 SHEETS	
UDSO:		36A1PP	



# GULF POWER REQUEST FOR UNDERGROUND DISTRIBUTION EASEMENT PENSACOLA BEACH DUCT BANK PROJECT



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 08/26/14 DISTRICT 4

— APPROXIMATE LOCATION OF PROJECT AND EASEMENT AREA



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6733

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 09/04/2014

Issue: NEP, Baseball and Softball Tournaments

From: Steven Barry

Organization: Board of County Commissioners

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning a Request for Funding for the Youth Association of Northeast Pensacola - Commissioner Steven Barry, District 5

That the Board consider the request from the Youth Association of Northeast Pensacola (NEP), for \$5,000, to be funded from the 4th Cent Tourist Development Tax, for the Gulf Coast Greater World Series Tournament, and approve the Purchase Order for this purpose.

#### **BACKGROUND:**

NEP is requesting funding for the Gulf Coast Greater World Series, which is held each July for teams surrounding counties as well as from Georgia, Tennessee, Texas, Louisiana, Mississippi and Alabama.

#### **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 the NEP.

---

#### **Attachments**

NEP





# YOUTH ASSOCIATION OF NORTHEAST PENSACOLA

*Sportsmanship • Teamwork • Integrity • Commitment*

---

To Whom it may Convern:

NEP host a number of Travel Baseball and Softball tournaments each year including our Mid-Season Tournament each April and the Gulf Coast Greater World Series each July for teams in the surrounding counties as well as teams from Georgia, Tennessee, Texas, Louisiana, Mississippi and Alabama. Because the Pensacola area is such a great destination, each year we attract more and more teams wishing to enjoy our beautiful beaches and great weather. The Youth Association of Northeast Pensacola (NEP) is continually working to better our facilities and grounds to provide a first class venue for these teams to compete and each year strive to invest more and more funds in the infrastructure of our park. Because we are Non-profit organization and completely self funded, we utilize registration fees and fund raising activities from our teams each year to cover the required budget items to maintain successful Recreational baseball/Softball leagues for over 800 kids ranging in ages from 3-14. Any additional funding to help promote these events and improve the facilities would be very much appreciated and utilized to attract more and more teams who will ultimately spend money in Escambia county's restaurants, gas stations, hotels and provide economic stimulus to our growing county.

Sincerely,

NEP Board.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6569

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 09/04/2014

Issue: Settlement of Workers' Compensation Claim Involving Johnny Wilson

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

#### **RECOMMENDATION:**

#### **Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Johnny Wilson**

That the Board approves a washout workers compensation settlement for former deputy sheriff Johnny Wilson in the amount of \$450,000.00, inclusive of attorney's fees and costs. An excess insurance carrier will reimburse Escambia County for a minimum of \$383,164.64 of this settlement amount.

#### **BACKGROUND:**

Johnny Wilson is a 39-year-old former Escambia County deputy sheriff. On May 16, 2003, he was involved in a motor vehicle accident in the course of his employment. He sustained a severe injury to his lower back and also sustained less significant injuries that resolved shortly thereafter. Mr. Wilson has received substantial medical treatment since his accident. On April 6, 2005, an authorized treating physician opined that Mr. Wilson reached maximum medical improvement with a 10% permanent impairment rating. Although he returned to his position as a deputy sheriff, Mr. Wilson required further medical treatment for his work-related injuries. In 2013, Mr. Wilson underwent a functional capacity evaluation. This report provided limitations that prevented Mr. Wilson from continuing employment as a deputy sheriff. He has filed a petition for permanent and total disability (PTD) benefits, which the County is contesting through outside counsel for its third-party adjuster. (A detailed medical and employment history is available from Assistant County Attorney Ryan Ross.)

Due to his young age and life expectancy, the County has substantial exposure if the Judge for Compensation Claims finds that Mr. Wilson is permanently and totally disabled. The County's adjuster, PGCS, estimates that the present value of future PTD benefits is over \$1,000,000.00.

PGCS further forecasts future medical benefits will cost \$423,978.00. Therefore, in an effort to resolve the claim prior to a final hearing and to effectuate significant savings, outside counsel has negotiated a washout workers compensation settlement in the amount of \$450,000.00, inclusive of attorney's fees and costs. Riverstone Claims Management, LLC, the excess insurance carrier in this case, will ultimately be responsible for reimbursing a substantial portion of the above-outlined settlement funds. The self-insured retention for this claim amounts to \$350,000.00. Medical and indemnity benefits paid to date amount is \$283,164.64. Accordingly, if the Board approves the proposed settlement, the County will be responsible for a maximum of

\$66,835.36 of the settlement proceeds. Riverstone will reimburse the County for a minimum of \$383,164.64. Please note that Riverstone has already approved the proposed settlement agreement contingent upon approval by the Board of County Commissioners. In light of the potential exposure associated with this case, PGCS and outside counsel recommend that the Board approves the proposed settlement agreement.

**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

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6608

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 09/04/2014

Issue: Authorization to Terminate the Trust Created by Langley and Minnie Bell for the Benefit of the Escambia County Boys Council of 4-H Clubs

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Trust Created by Langley and Minnie Bell for the Benefit of the Escambia County Boys Council of 4-H Clubs

That the Board authorize the County Attorney to take appropriate legal action to terminate the Trust created by Langley and Minnie Bell for the benefit of the Escambia County Boys Council of 4-H Clubs in the deed recorded in Deed Book 179 at page 151 of the public records of Escambia County, Florida.

#### **BACKGROUND:**

In 1943, Langley and Minnie Bell conveyed approximately 400 acres to the Board of County Commissioners in trust for the use and benefit of the Escambia County Boys Council of 4-H Clubs. The Board, acting as trustees, conveyed the remaining trust assets to Navy Federal Credit Union in July 2012. The Trust is now empty and serves no other purpose.

#### **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-6686

County Attorney's Report 11. 3.

BCC Regular Meeting

Action

Meeting Date: 09/04/2014

Issue: Settlement of Tort Claim Brought by Jazimen Bryant

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

---

#### **RECOMMENDATION:**

##### **Recommendation Concerning Settlement of a Tort Claim Brought by Jazimen Bryant**

That the Board approve settlement of a tort claim presented by Jazimen Bryant for a payment of \$16,250 in exchange for the execution of a General Release and Hold Harmless Agreement.

#### **BACKGROUND:**

On July 3, 2013, EMT John Bartholomew was operating EMS Ambulance Unit 5 northbound on "E" Street. He was transporting a patient who was being attended to by Paramedic Shawn Ribble. As he approached Moreno Street, a 2009 Buick Lacrosse CX driven by Jazimen Bryant in which Jacqueline Carter was a front seat passenger was proceeding west on Moreno Street. Ms. Bryant had a green light and proceeded through the intersection. Ms. Bryant did not hear a siren nor did her passenger Jacqueline Carter. Mr. Bartholomew provided a statement that he proceeded through the intersection because it was clear of traffic, but as he entered the intersection, he observed the Bryant/Carter vehicle proceeding from the west. He continued north as the front of the Buick Lacrosse collided with the right side of the ambulance unit. An incident review board convened pursuant to the safety policy of the Department of Human Resources. It determined that Mr. Bartholomew had failed to follow state law and County policy. Subsequent to the accident, Mr. Bartholomew was asked to submit his resignation relating to other issues, which he did, and he is no longer employed by the County.

Ms. Bryant was 22 years old at the time of the accident. She was transported to the Baptist Hospital emergency room complaining of back pain and neck pain. She was eventually treated by the Roberts Chiropractic Clinic and was seen by Dr. Jeff Noon. Ms. Bryant was treated with chiropractic adjustments, massage and other manipulations until January 2014. An MRI by Dr. Lord on October 18, 2013 found bulging discs at the L3-L4, L4-L5, L5-S1 levels of her vertebral spine. On December 12, 2013, Dr. Noon believed that she had reached maximum medical improvement and that she was left with a permanent injury of 18% of the body of the whole with 15% to her low back and 3% to her neck. Because of the herniated discs, he estimated that future surgery costs would be \$30,000 as well as further chiropractic treatment in the range of \$5-10,000. Ms. Bryant's back pain continues to fluctuate since her treatment. She had medical bills of approximately \$14,713.



The proposed settlement of \$16,250 is consistent with jury verdicts for back and neck injuries and with negligence admitted.

**BUDGETARY IMPACT:**

Funds for the settlement will be paid from general reserve.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Charles V. Peppler, Deputy County Attorney, has prepared this recommendation and will ensure the settlement requirements are completed should the Board approve the settlement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County Attorney's Office will work with the Offices of Risk Management and the Clerk of Court to complete the settlement should it be approved by the Board.

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-6687

County Attorney's Report 11. 4.

BCC Regular Meeting

Action

Meeting Date: 09/04/2014

Issue: Settlement of Tort Claim Brought by Jacqueline Carter

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

---

#### **RECOMMENDATION:**

##### **Recommendation Concerning Settlement of a Tort Claim Brought by Jacqueline Carter**

That the Board approve a settlement of a tort claim presented by Jacqueline Carter for payment of \$18,000 in exchange for the execution of a General Release and Hold Harmless Agreement.

#### **BACKGROUND:**

On July 3, 2013, EMT John Bartholomew was operating EMS Ambulance Unit 5 northbound on "E" Street. He was transporting a patient who was being attended to by Paramedic Shawn Ribble. As he approached Moreno Street, a 2009 Buick Lacrosse CX driven by Jazimen Bryant in which Jacqueline Carter was a front seat passenger was proceeding west on Moreno Street. Ms. Bryant had a green light and proceeded through the intersection. Ms. Bryant did not hear a siren nor did her passenger Jacqueline Carter. Mr. Bartholomew provided a statement that he proceeded through the intersection because it was clear of traffic, but as he entered the intersection, he observed the Bryant/Carter vehicle proceeding from the west. He continued north as the front of the Buick Lacrosse collided with the right side of the ambulance unit. An incident review board convened pursuant to the safety policy of the Department of Human Resources. It determined that Mr. Bartholomew had failed to follow state law and County policy. Subsequent to the accident, Mr. Bartholomew was asked to submit his resignation relating to other issues, which he did, and he is no longer employed by the County.

At the time of the accident, Ms. Carter was 48 years old and employed as a health care worker. She was transported and admitted to Baptist Hospital emergency room with complaints of neck pain. She was diagnosed with a cervical sprain. Soon thereafter, she was treated by Dr. Noon at the Roberts Chiropractic Clinic complaining of severe neck and back pain. Some of her back pain radiating into her left calf. An MRI performed by Dr. Lord in October 2013 found that there was severe facet (a component of the vertebral body which comprises the spine) disease at the L3-L4 level. The MRI also revealed a right collateral annular tear of the disc at L4-L5 as well as a disc bulge at the L5-S1 level with severe left foraminal stenosis (a narrowing of that portion of the vertebrae which encloses the spinal nerves). Dr. Noon found that Ms. Carter had reached maximum medical improvement as of December 4, 2013 and that she was left with a permanent injury of 10% of the body of the whole with 7% assigned to the lumbar spine and 3% to the neck. Because of the herniated discs, he has estimated future surgery to cost \$30,000 with chiropractic and physical therapy treatment in the future to be between \$20-25,000. Ms. Carter

lost \$324.80 in lost wages and her medical bills totaled \$15,588.

The settlement of \$18,000 is within the range of reasonable verdicts that could be expected for this type spinal injury and with negligence being admitted.

**BUDGETARY IMPACT:**

Funds for the settlement will be paid from general reserve.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Charles V. Peppler, Deputy County Attorney, has prepared this recommendation and will ensure the settlement requirements are completed should the Board approve the settlement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County Attorney's Office will work with the Offices of Risk Management and the Clerk of Court to complete the requirements of the settlement should the Board approve of it.

---